

EO 92012

42929  
REV'42929 Y3  
13**STATE FUNDS GRANT****BETWEEN****THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES****AND****AGING PARTNERS**

This grant is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF MEDICAID AND LONG-TERM CARE STATE UNIT ON AGING** (hereinafter "DHHS"), and **AGING PARTNERS** (hereinafter "Grantee").

**DHHS GRANT MANAGER:**

Bob Halada  
DHHS/MLTC/State Unit on Aging  
PO Box 95026  
Lincoln, NE 68509  
DHHS.Aging@nebraska.gov

**PURPOSE.** The purpose of this grant is to support older Nebraskans to remain independent in their own homes and communities with supportive services that meet all the requirements of the Older Americans Act and Title 15 Services Regulations.

**I. TERM AND TERMINATION**

- A. **TERM.** This grant is in effect from July 1, 2018 the effective date through June 30, 2019, the completion date.
- B. **TERMINATION.** This grant may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least Thirty (30) days prior to the effective date of termination. DHHS may also terminate this grant in accord with the provisions designated "FUNDING AVAILABILITY" and "BREACH OF GRANT." In the event either party terminates this grant, the Grantee shall provide to DHHS all work in progress, work completed, and materials provided by DHHS in connection with this grant immediately.

**II. AMOUNT OF GRANT**

- A. **TOTAL GRANT.** DHHS shall pay the Grantee a total amount, not to exceed \$381,060.00 (three hundred eighty-one thousand, seven hundred nineteen dollars) for CARE MANAGEMENT funds for the activities specified herein.
- B. **PAYMENT STRUCTURE.** Payment shall be structured as follows:
1. DHHS may reimburse a Care Management Unit for costs not paid for by the client or through other sources. Reimbursement shall be based upon actual casework time units at the rate of \$54.00 per unit calculated in the approved budget as referenced in Attachment A. In no case shall the maximum reimbursement exceed the cost of an actual casework time unit minus costs paid by an individual or through other reimbursement specified in the Act.

2. Reimbursement requests (Form C) as referenced in Attachment B shall be submitted on a monthly basis to the attention of:

Courtney Parker  
State Unit on Aging  
Division of Medicaid & Long-Term Care  
Department of Health & Human Services  
PO Box 95026  
Lincoln, Nebraska 68509-5026  
DHHS.Aging.nebraska.gov

- C. BUDGET CHANGES. The Grantee is permitted to reassign funds from one line item to another line item within the approved budget. If funds are reassigned between line items, prior approval from DHHS is required for cumulative budget transfer requests for allowable costs, allocable to the grant exceeding five percent (5%) of the current total approved budget. Budget revision requests shall be submitted in writing to DHHS. DHHS will provide written notification of approval or disapproval of the request within thirty (30) days of its receipt.

### III. STATEMENT OF WORK

#### A. The Grantee shall:

1. Proactively carry out the Care Management Unit's approved Plan of Operation as referenced in Attachment C.
2. Use the fee scale as adopted and promulgated by DHHS and set out in 15 NAC 2-007.03 to generate and send monthly statements to Care Management clients. Statements shall include services rendered, prior balance receivable, charges at full fee, sliding fee scale adjustments, payments received, and ending balance receivable, and a disclaimer that services will not be denied if payment is not received.
3. Submit a financial report by April 30, 2019 to verify costs allocated to the casework time unit and the total income received from an individual or client and other sources covering the period July – March.
4. Participate in claiming of federal fiscal administrative matching funds as prescribed by DHHS.

#### B. DHHS shall:

1. Monitor that services are provided in accordance with this agreement and, contingent on availability of funding, reimburse the Subrecipient up to the amount in Section II, Paragraph A.
2. Review the Subrecipient's financial report when necessary to determine if any adjustments to reimbursements made for the period reported are needed.

#### C. GRANTEE FISCAL MONITORING REQUIREMENTS.

1. The Grantee agrees to do the following:
  - a. Ensure training is provided to program staff related to preparing and reviewing program budgets and maintaining fiscal accountability related to expending state and federal funds.
  - b. Employ or contract with an individual with sufficient knowledge and responsibility to ensure that:

- Grantee has effective internal fiscal controls in compliance with guidance issued by the Comptroller General of the United States or the Committee of Sponsoring Organizations (COSO);
  - Grantee's financial statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP);
  - Grantee complies with this contract and all applicable state and federal regulations.
2. The minimum qualifications for this individual are: 1) Bachelor's Degree in Accounting or Finance, and 2) three years of relevant experience. Grantee may request DHHS approval for an individual with an Associate's Degree and significant relevant experience.
  3. The Grantee shall immediately notify DHHS, in writing, if it is not in compliance with the above requirements. During any period of noncompliance, DHHS may withhold 10% from all payments due until the noncompliance is corrected.

#### IV. GENERAL TERMS AND ASSURANCES

##### A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Grantee books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this grant shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. Grantee shall maintain all records for three (3) years from the date of final payment, except records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DHHS. The Grantee shall maintain its accounting records in accordance with generally accepted accounting principles. DHHS reserves and hereby exercises the right to require the Grantee to submit required financial reports on the accrual basis of accounting. If the Grantee's records are not normally kept on the accrual basis, the Grantee is not required to convert its accounting system but shall develop and submit in a timely manner such accrual information through an analysis of the documentation on hand (such as accounts payable).
2. The Grantee shall provide DHHS any and all written communications received by the Grantee from an auditor related to Grantee's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 115 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance*. The Grantee agrees to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to DHHS at the same time copies are delivered to the Grantee, in which case the Grantee agrees to verify that DHHS has received a copy.
3. The Grantee shall immediately commence follow-up action on findings arising from audits or other forms of review. Follow-up action includes responding to those conducting such examinations with clear, complete views concerning the accuracy and appropriateness of the findings. If the finding is accepted, corrective action, such as repaying disallowed costs, making financial adjustments, or taking other actions should proceed and be completed as rapidly as possible. If the subrecipient disagrees, it should provide an explanation and specific reasons that demonstrate that the finding is not valid.

4. In addition to, and in no way in limitation of any obligation in this grant, the Grantee shall be liable for audit exceptions, and shall return to DHHS all payments made under this grant for which an exception has been taken or which has been disallowed because of such an exception, upon demand from DHHS.
- B. AMENDMENT. Except as provided in the NOTICES section, below, this grant may be modified only by written amendment executed by both parties. No alteration or variation of the terms and conditions of this grant shall be valid unless made in writing and signed by the parties.
- C. ANTI-DISCRIMINATION. The Grantee shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including **but not limited to** Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. § 621; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of this grant. The Grantee shall insert a similar provision into all subawards and subcontracts.
- D. ASSIGNMENT. The Grantee shall not assign or transfer any interest, rights, or duties under this grant to any person, firm, or corporation without prior written consent of DHHS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this grant.
- E. ASSURANCE. If DHHS, in good faith, has reason to believe that the Grantee does not intend to, is unable to, has refused to, or discontinues performing material obligations under this grant, DHHS may demand in writing that the Grantee give a written assurance of intent to perform. Failure by the Grantee to provide written assurance within the number of days specified in the demand may, at DHHS's option, be the basis for terminating this grant.
- F. BREACH OF GRANT. DHHS may immediately terminate this grant and agreement, in whole or in part, if the Grantee fails to perform its obligations under the grant in a timely and proper manner. DHHS may withhold payments and provide a written notice of default to the Grantee, allow the Grantee to correct a failure or breach of grant within a period of thirty (30) days or longer at DHHS's discretion considering the gravity and nature of the default. Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the Grantee time to correct a failure or breach of this grant does not waive DHHS's right to immediately terminate the grant for the same or different grant breach which may occur at a different time. DHHS may, at its discretion, obtain any services required to complete this grant and hold the Grantee liable for any excess cost caused by Grantee's default. This provision shall not preclude the pursuit of other remedies for breach of grant as allowed by law.
- G. COMPLIANCE WITH LAW. The Subrecipient shall comply with all applicable law, including but not limited to all applicable federal, state, county and municipal laws, ordinances, rules, and regulations.
- H. CONFIDENTIALITY. Any and all confidential or proprietary information gathered in the performance of this grant, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS, provided that contrary grant provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision.

- I. CONFLICTS OF INTEREST. In the performance of this grant, the Grantee shall avoid all conflicts of interest and all appearances of conflicts of interest. The subrecipient shall not acquire an interest either directly or indirectly which will conflict in any manner or degree with performance and shall immediately notify DHHS in writing of any such instances encountered.
- J. DATA OWNERSHIP AND COPYRIGHT. DHHS shall own the rights in data resulting from this project or program. The Grantee may not copyright any of the copyrightable material and may not patent any of the patentable products produced in conjunction with the performance required under this grant without written consent from DHHS. DHHS hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for state government purposes.
- K. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Grantee certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.
- L. DOCUMENTS INCORPORATED BY REFERENCE. All references in this grant to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Grantee in discharging its obligations under this grant shall be deemed incorporated by reference and made a part of this grant with the same force and effect as if set forth in full text, herein.
- M. DRUG-FREE WORKPLACE. Grantee certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Grantee shall provide a copy of its drug-free workplace policy at any time upon request by DHHS.
- N. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this grant due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this grant. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this grant which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this grant.
- O. FRAUD OR MALFEASANCE. DHHS may immediately terminate this grant for fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the grant by Grantee, its employees, officers, directors, volunteers, shareholders, or subcontractors.
- P. FUNDING AVAILABILITY. DHHS may terminate the grant, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, DHHS may terminate the award with respect to those payments for the fiscal years for which such funds are not appropriated. DHHS shall give the Grantee written notice thirty (30) days prior to the effective date of any termination. The Grantee shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event, shall the Grantee be paid for a loss of anticipated profit.
- Q. GOVERNING LAW. The award shall be governed in all respects by the laws and statutes of the United States and the State of Nebraska. Any legal proceedings against DHHS or the

State of Nebraska regarding this award shall be brought in Nebraska administrative or judicial forums as defined by Nebraska State law.

R. HOLD HARMLESS.

1. The Grantee shall defend, indemnify, hold, and save harmless DHHS and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against DHHS, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Grantee, its employees, consultants, representatives, and agents, except to the extent such Grantee's liability is attenuated by any action of DHHS that directly and proximately contributed to the claims.
2. DHHS's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. DHHS does not assume liability for the action of its Subrecipients.

S. INDEPENDENT ENTITY. The Grantee is an Independent Entity and neither it nor any of its employees shall, for any purpose, be deemed employees of DHHS. The Grantee shall employ and direct such personnel, as it requires, to perform its obligations under this grant, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this grant.

T. REIMBURSEMENT REQUEST. Requests for payments submitted by the Grantee, whether for reimbursement or otherwise, shall contain sufficient detail to support payment. Any terms and conditions included in the Grantee's request shall be deemed to be solely for the convenience of the parties.

U. INTEGRATION. This written grant represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this grant.

V. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Grantee acknowledges that Nebraska law requires DHHS to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars (\$600) to any Grantee who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to: individuals; to a corporation, if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company, if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.

The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at:

[http://www.revenue.ne.gov/tax/current/fill-in/f\\_w-4na.pdf](http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf)

W. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The Grantee shall review the

Nebraska Technology Access Standards, found at <http://www.nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the grant comply with the applicable standards. In the event such standards change during the Grantee's performance, DHHS may create an amendment to the grant to request that Grantee comply with the changed standard at a cost mutually acceptable to the parties.

- X. NEW EMPLOYEE WORK ELIGIBILITY STATUS. The Grantee shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Grantee is an individual or sole proprietorship, the following applies:

1. The Grantee must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
  2. If the Grantee indicates on such attestation form that he or she is a qualified alien, the Grantee agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Grantee's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
  3. The Grantee understands and agrees that lawful presence in the United States is required and the Grantee may be disqualified or the grant terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.
- Y. PUBLICATIONS. Grantee shall acknowledge the project was supported by DHHS in all publications that result from work under this grant.
- Z. PROGRAMMATIC CHANGES. The Grantee shall request in writing to DHHS for approval of programmatic changes. DHHS shall approve or disapprove in whole or in part in writing within thirty (30) days of receipt of such request.
- AA. PROMPT PAYMENT. Payment shall be made in conjunction with the State of Nebraska Prompt Payment Act, NEB. REV. STAT. §§ 81-2401 through 81-2408. Unless otherwise provided herein, payment shall be made by electronic means.

Automated Clearing House (ACH) Enrollment Form Requirements for Payment.

The Grantee shall complete and sign the State of Nebraska ACH Enrollment Form and obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to the Grantee can be made. Download ACH Form: [http://www.das.state.ne.us/accounting/nis/address\\_book\\_info.htm](http://www.das.state.ne.us/accounting/nis/address_book_info.htm)

- BB. PUBLIC COUNSEL. In the event Grantee provides health and human services to individuals on behalf of DHHS under the terms of this award, Grantee shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this grant. This clause shall not apply to subawards between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.

- CC. RESEARCH. The Grantee shall not engage in research utilizing the information obtained through the performance of this grant without the express written consent of DHHS. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this grant.
- DD. SEVERABILITY. If any term or condition of this grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this grant did not contain the particular provision held to be invalid.
- EE. SUBGRANTEES OR SUBCONTRACTORS. The Grantee shall not subgrant or subcontract any portion of this award without prior written consent of DHHS. The Grantee shall ensure that all subcontractors and subgrantees comply with all requirements of this grant and applicable federal, state, county and municipal laws, ordinances, rules and regulations.
- FF. SURVIVAL. All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of this grant, including but not limited to those clauses that specifically state survival, survive the expiration or termination of this grant.
- GG. TIME IS OF THE ESSENCE. Time is of the essence in this grant. The acceptance of late performance with or without objection or reservation by DHHS shall not waive any rights of DHHS nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Grantee remaining.
- HH. NOTICES. Notices shall be in writing and shall be effective upon mailing. Unless otherwise set forth herein, all Grantee reporting requirements under the grant shall be sent to the DHHS Grant Manager identified on page 1. Written notices regarding termination of this grant or breach of this grant shall be sent to the DHHS Grant Manager identified on page 1, and to the following addresses:

**FOR DHHS:**

Nebraska Department of Health and Human  
Services - Legal Services  
Attn: Contracts Attorney  
301 Centennial Mall South  
Lincoln, NE 68509-5026

**FOR GRANTEE:**

Randall Jones, Director  
Aging Partners  
1005 O Street  
Lincoln, NE 68508  
402-441-6132

DHHS may change the DHHS Subaward Manager to be notified under this section via letter to the Grantee sent by U.S. Mail, postage prepaid, or via email.

**IN WITNESS THEREOF**, the parties have duly executed this subaward hereto, and each party acknowledges the receipt of a duly executed copy of this subaward with original signatures, and that the individual signing below has authority to legally bind the party to this subaward.

**FOR DHHS:**

DocuSigned by:



Cynthia Brammeier  
Administrator  
State Unit on Aging

**FOR GRANTEE:**

Chris Beutler  
Mayor  
City of Lincoln

DATE: 7/23/2018 | 07:44:09 CDT

Grant - No Federal Funds  
Rev. 08/2017

DATE: 7-9-18



# ATTACHMENT A

Aging Partners

## CASA ONLY BUDGET

Annual Budget FY 2018-19

## FY 2019 BUDGET - CASA Only

[Taxonomy #, Service, Unit Measure]	6. Care Management - CASA (1 hour)	ADRC	Area Plan Admin	TOTAL
<b>COST CATEGORIES</b>				
1. Personnel	\$395,428	\$68,564		\$463,992
2. Travel	\$10,927	\$170		\$11,097
3. Print & Supp.	\$985	\$69		\$1,054
4. Equipment	\$0	\$0		\$0
5. Build Space	\$11,264	\$1,168		\$12,432
6. Comm. & Utilit.	\$7,902	\$688		\$8,590
7. Other	\$7,304	\$0		\$7,304
8a. Raw Food	\$0	\$0		\$0
8b. Contractual	\$43,250	\$17,000		\$60,250
<b>9. GROSS COST</b>	<b>\$475,060</b>	<b>\$87,659</b>	<b>\$0</b>	<b>\$562,719</b>
<b>NON-MATCHING</b>				
10. Other Funding	\$0			\$0
11a. Title XX/Medicaid	\$0			\$0
11b. NSIP	\$0			\$0
12a. Income Cont./Fees	\$2,000			\$2,000
<b>12b. TOTAL NON-MATCHING</b>	<b>\$2,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,000</b>
<b>13. ACTUAL COST</b>	<b>\$475,060</b>	<b>\$87,659</b>	<b>\$0</b>	<b>\$562,719</b>
<b>MATCH</b>				
14a. Local Public (Cash)	\$0			\$0
14b. Local Public (In-Kind)	\$0			\$0
15a. Local Other (In-Kind)	\$0			\$0
15b. Local Other-Cash	\$0			\$0
<b>15c. TOTAL LOCAL MATCH</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>16b. Cost Less Match</b>	<b>\$475,060</b>	<b>\$87,659</b>	<b>\$0</b>	<b>\$562,719</b>
<b>FUNDING</b>				
17a. CASA	\$94,000	\$87,659		\$181,659
17b. CASA (Used as Match)	\$0			\$0
18a. SUA Grants	\$0			\$0
18b. Special Award	\$0			\$0
18c. Care Management				\$331,060
<b>18d. TOTAL SUA COST</b>	<b>\$475,060</b>	<b>\$87,659</b>	<b>\$0</b>	<b>\$562,719</b>

Projected Units	8,798.00	180.00	0.00
Gross Cost Per Unit (9)	\$ 54.22	#DIV/0!	#DIV/0!
Match Per Unit (16b)	\$ -	#DIV/0!	#DIV/0!
Total SUA Per Unit (18d)	\$ 54.00	#DIV/0!	#DIV/0!

# ATTACHMENT B

State Unit on Aging

Care Management Reimbursement Request

Form C  
42929 Y3**NEBRASKA**Subrecipient Name City of Lincoln/Aging Partners

Good Life. Great Mission.

Address Book No. 574277

DEPT. OF HEALTH AND HUMAN SERVICES Subaward No. \_\_\_\_\_

Service Dates \_\_\_\_\_

Total Casework Time Units

Approved Reimbursement Rate

Actual Value \_\_\_\_\_

Client Fees Received

CASA funds

Other Income (list separately below)

.  
.  
.

Total Income \_\_\_\_\_

Total Reimbursment Requested \_\_\_\_\_

I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE ABOVE AMOUNTS AND FUNDS REQUESTED ARE TRUE, COMPLETE, AND ACCURATE AND ARE FOR THE PURPOSE SET FORTH IN THE SUB-AWARD DOCUMENT. I ACKNOWLEDGE THAT ANY FALSE, FICTITIOUS, OR FRAUDULENT INFORMATION, OR OMISSION OF ANY MATERIAL FACT, IS PUNISHABLE UNDER THE FALSE CLAIMS ACT.

\_\_\_\_\_  
DIRECTOR\_\_\_\_\_  
DATE**SUA Staff Only**

NAMIS Report Attached

Certified By: \_\_\_\_\_

Reviewed By: \_\_\_\_\_

OnBase No. \_\_\_\_\_

# ATTACHMENT C

# NEBRASKA

Good Life. Great Mission.

DEPT. OF HEALTH AND HUMAN SERVICES

NEBRASKA STATE UNIT ON AGING

APPLICATION

FOR RECERTIFICATION OF A CARE MANAGEMENT UNIT



Pete Ricketts, Governor

**Applicant Name:** Aging Partners - City of Lincoln, NE

**Street Address:** 1005 O Street,

**City/State/Zip:** Lincoln, NE 68508

**Contact Person (Include Address and Telephone if different from above):**

*RANDALL S. JONES, Director, Same Address, 402-441-6132*

## DIRECTIONS FOR APPLICATION FOR RECERTIFICATION

- 1) Complete this form, attach necessary information, and submit no later than March 31, 2018 to:  
Nebraska State Unit on Aging - [DHHS.Aging@nebraska.gov](mailto:DHHS.Aging@nebraska.gov).
- 2) A. If the Provider is a corporation, attach a resolution that has been adopted by the Governing Unit of the Care management Unit's Provider Organization approving Application for Recertification; and

Provide for the signature of the chairperson of the Governing Unit to the statement below:

I, \_\_\_\_\_, chairperson of the \_\_\_\_\_, certify that the Governing Board has authorized application for recertification of the Care Management Unit with Planning and Service Area

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

B. If the Provider of a Care Management Unit is a sole proprietorship or partnership. Provide for the signature of the duly authorized person to the statement below:

I, Randall S. Jones, of Aging Partners, certify that I am the authorized agent of the above organization and am authorized to apply for recertification of the Care Management Unit within Planning and Service Area

Date: March 21, 2018 Signature: *Randall S. Jones*  
Title: Director

- 3) Attach to this application form your current Care Management Unit Plan of Operations as well an attachment indicating any change proposed to the Care Management Unit's current certified Plan of Operation which is to be effective with Recertification, along with explanation supporting the reasons for any proposed change.

42929 Y3



**AGING PARTNERS**

1805 "G" Street Lincoln, NE 68508-3028

402-441-7070 fax: 402-441-7100 Toll-free in Nebraska: 800-247-0838 [aging.lincoln.ne.gov](http://aging.lincoln.ne.gov)

March 20, 2018

Ben Stromberg | *DHHS Program Coordinator*  
MEDICAID & LONG-TERM CARE  
Nebraska Department of Health and Human Services

Dear Ben:

Attached please find a revised State Care Management Plan of Operation for Aging Partners for your review. As a cover, you will also find a summary of the changes made from the 2016 plan to the one proposed.

Please confirm your acceptance of this new plan.

Sincerely,

A handwritten signature in black ink, appearing to read "Randall S. Jones".

Randall S. Jones, Director  
Aging Partners



### Changes in the Care Management Plan of Operation from 2016 to 2018

Location	Change	Explanation (if needed)
2.006.01	Removed the words Local Advisory Boards	Input now comes from the Area Wide Advisory Council
2.006.01C, Goal 3b.	Added the words where they exist	Not all counties have an Interagency council
2.006.01.G	Replaced the words L.B. 42 with State Care Management funds	L.B. 42 not widely used, not sure if everyone would know what it referred to
2.006.01G	Added the words, "arranged by the Care Management supervisor"	Indicated who would call an ad hoc Ethics Committee
2.006.02A	Changed "information and referral, counseling and casework to information and assistance, financial counseling and Case Management III-B."	These are the current taxonomy names.
2.006.02A Purpose	Changed the phrase, "DHHS Care Management Program or the Aging Partners Care Management Program to State Care Management Program or the Aging Partners III-B Program."	Program names commonly used or now in taxonomy
2006.02A Screening Process	<p>DHHS Care Management program changed to State Care Management Program</p> <p>Changed I&amp;R to Information &amp; Assistance</p> <p>Changed Intake worker to intake specialist</p> <p>Changed this phrase, "At this time the worker</p>	We generally do not call our staff workers and we added that we are usually doing this on the home visit.



	will use the Care Management Referral Check List process to At this time the Care Manager making the home visit will use the Referral Check List process."	
2.006.02D3	Changed Care Management casework supervisor to Care Management supervisor	
E. 2.00-02F Client Information and Confidentiality	Added Notice of Privacy Practices to the list of items in Appendix 1	We added this since 2016 per the advice of SUA
E.2.00-02F, 1.	<p>Changed "Nebraska Health and Human Services, Aging Division and the Long Term Care Plan to Nebraska State Unit on Aging"</p> <p>And changed, "The Care Manager will keep a written narrative record to electronic narrative record in the confidential database."</p> <p>And changed "Counselor to Care Manager or Care Management Supervisor"</p>	<p>More commonly used terminology</p> <p>Our records are now in a database and not always in paper files.</p>
2.006.02F2, e.	Added Electronic files will be kept secure by following the Confidentiality policies and procedures of Aging Partners.	

We also added a current 2018 Organizational Chart and updated the appendix to include the Notice of Privacy Practices.

## Care Management Plan of Operation 2018

### Table of Contents

1. (2.006.01A) Statement of the philosophy, goals and objectives of the Aging Partners Care Management Unit:
2. A Statement of the Procedures to receive input from local citizens in the formulation and implementation of the Plan of Operation:  
(2.006.01 B) Citizen Input:  
(2.006.01 B) Inform Eligible Individuals:
3. (2.006.01C) Statement of methods to evaluate the attainment of program goals and objectives:
4. (2.006.01 D) A written representation that the Care Management Unit shall be operated separately
5. (2.006.01E) Interdisciplinary Approach: An outline of procedures for utilizing an interdisciplinary approach to Care Management.
6. (2.006.01F) Service Priority: A Statement of criteria to be used to determine the priority of service to eligible clients in the event funds are insufficient to meet all the client needs of a Care Management Unit.
7. (2.006.01G) Grievance Procedure: A Statement detailing the grievance procedures available to clients and the process used to resolve client complaints
8. (2.006.01H) Budget: An annual budget of income and expenses.
9. (2.006.02A) Policies and Procedures for the administrative and programmatic operation of the Care Management Unit:
10. (2.006.03) Establishment of Client Files: Policies and procedures for establishment of client files.
11. Training Plan
12. Standardized Long Term Care Assessment Document
13. Long Term Care plan
14. (2.006.07) Accessibility of Services: Provide for development of a comprehensive directory of available public and private resources
15. (2.006.08) Uniform Data Collection: Provide for use a data entry system identified by the State Unit on Aging
16. (2.006.09) Periodic Review: Department shall conduct periodic review
17. (2.006.10) Amendment of Plan of Operations:

## **Aging Partners CARE MANAGEMENT – 2018 UNIT PLAN OF OPERATION**

### **1. (2.006.01A) Philosophy, Goals and Objectives of the Aging Partners Care Management Unit:**

#### **A. Statement of Philosophy/Approach to be used**

Aging Partners has maintained a longstanding and substantial commitment to the development and delivery of services which address the long-term care needs of older persons. Long-term care initiatives have been founded upon and guided by strongly held values and principles. These values and principles will be fully applied to the further development, operation, and delivery of services through Aging Partners State-funded Care Management Unit.

i. (006.0 1A1a.) As a cardinal principle, Aging Partners believes the needs of vulnerable older persons are best served with the involvement, and through the cooperative actions of family, friends, and human services at the direction of the older person. From this central principle, Aging Partners has formed strong values regarding the family, other service providers, and the older person.

Aging Partners believes the family of an older person has a primary role and responsibility in the provision of care. Aging Partners is dedicated to the preservation of the inter-generational family. At the same time, Aging Partners recognizes families may face an overwhelming burden in the care of a frail older relative which can harm the lives of individual care givers and family life. As a result, Aging Partners is dedicated to providing services in a manner which both respects the role and responsibility of the family, and balances care responsibilities to assure the welfare of all generations within the family.

To carry out this belief Aging Partners recognizes the older person as the client having full responsibility for decisions about their care, if they are competent. Aging Partners will give the client the opportunity to decide the level of involvement they wish their family to have. When families are the initiators of the service, we will honor their role and offer them support, while attempting to offer service directly to the older person themselves, where possible. In situations where the client's competency is in question, Aging Partners will involve the family when they appear to have the client's best interests at heart. In situations where the client's best interests appear to be at risk if there is family involvement, we will refer these cases to Adult Protective Services.

ii. (006.01A1b.) Aging Partners is committed to the long-term development of a "Community System of Care" which utilizes, for the benefit of older persons, the full continuum of health and human service resources within the community and region. Aging Partners believes all agencies, programs, and services have a full right and an obligation to fully apply their resources to serving older persons. Aging Partners views Care Management as a service to other services. At a community level, this means Care Management bears responsibility to aid other agencies and programs in assuming their rightful place in the System of Care. At the direct service level, Care Management bears responsibility to aid older people in gaining access to service opportunities, coordinating their services with others, and effectively serving the older person. This is carried out in the Care Management process with the client by utilizing the problem solving process. When clients have an identified need, the Care Manager will offer the client information about all the service options available that are appropriate to the specifics of the client's situation and give the client the power to use the community services that best suit their care goals.

iii. (006.01A1c.) The Aging Partners care management model is based on a community based long term care model which emphasizes the coordination of services from a continuum of services that include informal and formal community-based services and also institutional services. This coordination is fostered by a continual process of networking and building cooperative working relationships with players in the continuum of care.

Care Managers communicate with other providers and engineer appropriate coordination activities specific to each case.

The other areas of the CHOICES Program i.e. Medicaid Waiver and Resource Development, require coordination with the Care Management Program. Aging Partners provides this through a structured intake system that sorts requests pertinent to each specialized option within CHOICES. We also have a structured assignment list and procedures for each area, and coordinate between these options through management oversight and joint staff support activities for training, case review, etc. Cases that get referred from one option to the other are given team participation from each program to negotiate a smooth transition specific to the case.

iv. (006.01Ald.) Aging Partners assures by their problem solving process with clients that persons are receiving, when reasonably possible, the level of care that best matches their level of need. The Care Manager offers their knowledge of, and experience with the service system to inform the client of choices and possible outcomes of those choices throughout the service process. This begins with our intake system and carries through to the Care Manager's service. The Care Manager completes an assessment, identifies needs, and develops a care plan with the older person and their support team. This empowers the client to make the best decision possible. Situations where the appropriateness of the level of care is in question are reported to Adult Protective Services when it fits the guidelines for this service and mandatory reporting requirements.

In relation to older persons, Aging Partners' values are firmly founded on those of the social work profession. Social work requires an abiding belief in the dignity and worth of every individual and complete respect for the individual's right of self-determination. Aging Partners subscribes to these central values which are evident in "A Constructive View of An Older Person;"

1. A person who is in full possession of their civil rights.
2. A unique individual rich with life experience.
3. An equal.
4. A whole person who cannot be understood as a number of parts or needs.
5. A person who has primary responsibility, if not sole responsibility, for their life and decisions regarding their life.
6. The ultimate authority on their own needs.
7. Regardless of overwhelming impairments, a person who can participate in and contribute to solving problems.
8. A person who has had, as have all of us, problems and is not now to be spared from the adventure of living.
9. A person who bears social responsibilities, who's good is balanced against others.

Based on these values, Aging Partners' direct service goals for the Care Management Unit are:

1. To emphasize a client centered approach which fits services to the older person's needs, circumstances, and wishes.
2. To assure the safety and wellbeing of the older person and to maximize their level of independence.
3. To provide the least intrusive assistance to older persons whose lifestyle has been jeopardized by the losses and inadequacies they have experienced.
4. To provide a level of advocacy that assures that older persons have full access to services and sufficient knowledge to make informed and appropriate choices.
5. To promote a cooperative service environment that permits family members and other agencies to participate in the development and achievement of Care Management objectives.

Aging Partners views Care Management as a vital enabling link which brings together the resources of the older person, the family, and the community. Aging Partners believes the essential purpose of Care Management is to cooperatively form from these resources a sensitive, continuing, and comprehensive response to the long-term care needs of the older individual. This response must fully respect the dignity and worth of the individual and seek to restore their ability to direct their own life.

## **2. A Statement of the Procedures to receive input from local citizens in the formulation and implementation of the Plan of Operation Input and Inform Eligible Individuals about Care Management**

### **(2.006.01 B) Citizen Input:**

The Care Management Unit obtains citizen input through Aging Partners Area Wide Advisory Council and through Town Hall Meetings designed to gather feedback from the community. The Care Management Unit has the same oversight and review received by all other Aging Partners programs.

The Aging Partners Advisory Council has considerable interest, knowledge and ability to furnish guidance to the unit. These qualities have developed from ongoing input furnished to Personal & Family Services, the experience of the Robert Wood Johnson Grant, the Choices Project, advocacy for LB42 and region-wide advisory board training.

The Care Management Unit will provide Aging Partners Area Wide Advisory Council with the information necessary to fully review and comment on the formulation and implementation of the plan of operation. In rural counties where advisory boards have been formed to guide County Aging Partners Programs, the Care Management Unit will obtain input from these bodies.

### **(2.006.01 B) Inform Eligible Individuals:**

As a component of Personal & Family Services older persons and their families will be afforded a high degree of access to Care Management services. The Care Management Unit operates as a component of an established, visible, system which has gained a high degree of acceptance from both older adults and service providers. The Care Management Unit will join a highly utilized continuum of social work services which includes information and referral, short-term case work, and a pre-existing Care Management services.

Both Aging Partners and Personal & Family Services have been instrumental in building a wide variety of formal and informal direct service relationships which enhance accessibility and coordination of services. Personal & Family Services staff actively participates in inter-agency councils and have sought to develop a community case review meeting to support coordination among rural service providers. This existing system and surrounding network provide a highly accessible starting point and foundation for the further promotion of Care Management. Aging Partners staff routinely speaks to groups as a part of our promotional plan to further enhance awareness and utilization of Care Management services, and to acquaint caregivers with the assistance provided through the continuum of social work services which includes information and referral, short-term case work, our pre-existing Care Management services, and DHHS State Care Management services.

Presentations are made to the Aging Partners Advisory Council, University undergraduate and graduate classes, rural human services advisory councils, organizations, caregiver education and support groups and senior centers.

Care Management services will be promoted throughout the eight county region served by the Aging Partners. The initial focus of promotion will include contacts at various levels with each target audience. These audiences include older adults and family members, health professionals and service providers, and community groups and organizations. The means by which Care Management will be promoted include: distributing Care Management brochures, direct mail correspondence with older adults, family members, and service providers, public speaking and group presentations to local seniors, community organizations and churches, and mass media coverage through local newspapers, radio, television and Aging Partners website, and Living Well magazine.

**3. (2.006.01C) Statement of methods to evaluate the attainment of program goals and objectives:**

The Aging Partners Care Management Program will set goals and objectives as a part of the State Area wide Planning Process. Evaluating attainment will go through the Aging Partners regular casework monitoring and data collection systems. Cooperation with the State monitoring and feedback process will also be a part of evaluation.

**Goal 1. Equal access area wide**

- a. Provide casework technical assistance to Care Managers
- b. Staff State Care Management in all 8 counties
- c. Promote State Care Management in all 8 counties
- d. Intake for all 8 counties with 800# access

**Goal 2. Multi County Regional Service System**

- a. Resource system updates
- b. Central Billing

**Goal 3. Establish a county cooperative network of formal and informal resources**

- a. Participate in local interagency councils that deal with aging population where they exist
- b. Public speaking
- c. Ads
- d. In service training via Personal & Family Services and Case Review

**Goal 4. To get client and/or family input via a Care Management survey. Feedback concerns will be addressed with clients by a call from the supervisor. Data will be analyzed using the Survey Monkey website tools**

**4. (2.006.01 D) A written representation that the Care Management Unit shall be operated separately**

The Aging Partners Care Management Program will be operated as a component of the Personal and Family Service Division. As a preexisting information and referral and case management provider which is not engaged in the delivery of direct services, Personal & Family Services furnishes the Care Management Unit a separate and neutral auspice which is widely recognized and accepted within this planning and service area.

The Care Management Unit will be operated as a single distinct unit serving Aging Partners' entire eight county region. The program will operate under the supervision of a single program supervisor. The Care Management Unit will utilize staff from Personal & Family Services to carry out some programmatic and direct service responsibilities. Additionally, the Unit will conclude agreements and contracts for the delivery of some Care Management services with other organizations. In both cases, the Care Management supervisor will retain full and independent authority over staff during their service under the unit auspices.

Fiscally, a separate program budget will be prepared and executed annually. All costs associated with the operation of the Care Management Unit will be isolated. Revenue derived by the program will be committed to defraying operational costs and increasing the delivery of Care Management services through the Care Management Unit.

The Care Management Unit will be operated as a distinct unit, but will be identified with the CHOICES Program as initiated by DHHS- State Unit on Aging and Aging Partners.

**5. (2.006.01E) Interdisciplinary Approach: An outline of procedures for utilizing an interdisciplinary approach to Care Management.**

Aging Partners views a comprehensive, interdisciplinary approach to Care Management as essential. To accomplish this, Aging Partners is proposing a client-centered approach to case coordination.

All clients will be assigned a Personal & Family Services Care Manager, who is charged with the responsibility of creating a comprehensive, coordinated service response to the client's needs. Each assessment and care plan will involve the participation of other specialists which are pertinent to that specific case situation. This will take place by phone consultation with these service providers involved in the case or by joint case review within our casework support network.

In each case, the Care Manager will team up with other service providers to negotiate commitments regarding their respective professional roles, service responsibilities, and activities based on the client's assessed needs. All pertinent providers will collaboratively develop a care plan under the Care Manager's leadership which describes and coordinates the activities of each member of the service team.

All 8 counties utilize local nursing providers who are already working with the client or who participate in our multi-disciplinary case review of the client. Other pertinent providers will be included in planning as warranted.

Client requests and permission to work with other service providers will be noted and approved on the Release of Information form. (See Appendix 1).

**6. (2.006.01F) Service Priority: A Statement of criteria to be used to determine the priority of service to eligible clients in the event funds are insufficient to meet all the client needs of a Care Management Unit.**

The Aging Partners Care Management Unit (Personal & Family Services) has established a service priority list based on an older person's needs and the nature of their concern.

When funds are insufficient to provide Care Management services to all eligible older persons, decisions about service delivery will be made using the following criteria:

- a) The older person exhibits physical symptoms which need further medical assessment or medical treatment.
- b) The older person is unable to act on their own behalf because of a physical or emotional disability.
- c) The older person appears to be isolated because of the absence of established relationships and has no one available to act on their behalf.
- d) The older person is in jeopardy because of the lack of supportive services for which they may be eligible but have not received.
- e) The older person is vulnerable because of recent life events, i.e., the loss of a loved one, poor physical or emotional health, the need for environmental changes, or financial need.

Any single situation previously described, or any situation in which the older person's inability to act threatens their independent lifestyle, will receive consideration for Care Management services on a priority basis.

The Aging Partners Care Management Unit will also refer older persons for assistance to Case Management-IIIIB services which are not supported by State Care Management funds, or to other appropriate community services.

**7. (2.006.01G) Grievance Procedure: A Statement detailing the grievance procedures available to clients and the process used to resolve client complaints**

When the client/or their representative is dissatisfied with services provided through the Care Management Unit and a satisfactory resolution cannot be reached, the grievance procedure may be initiated.

Grievances will be tracked with written documentation of their disposition. (See Appendix 2). The client has the right to appoint a formal representative at any time in the process. Grievances can be forwarded to an ad hoc Ethics Committee arranged by the Care Management supervisor, if appropriate.

The grievance procedure is outlined below:

- a) The client or the client's representative may contact the assigned Care Manager to express their concern(s).
- b) The Care Manager will arrange a meeting with the client or their representative to discuss the specific concern within eight (8) days of the request.
- c) If the concern is not resolved in a satisfactory manner, the client or their representative may request a meeting with the Care Manager and the Care Management Unit Supervisor. The Care Management Unit Supervisor will arrange for the meeting to occur within eight (8) days of the request.
- d) The information discussed at this meeting may result in the following:
  - 1) Immediate adjustments may be made to the delivery of service.
  - 2) The Care Management Supervisor may request a consultation with or receive recommendations for satisfactory resolution of the concern(s) from the Personal & Family Services Director.
  - 3) The decision may be to make no adjustments to the delivery of service.
  - 4) The decision from this meeting will be communicated to the client or their representative within eight (8) days.
  - 5) If the client or their representative is not satisfied with the disposition of their concern(s), formal review and resolution of the concern(s) can be initiated by filing a grievance. The grievance must be filed within eight (8) days of the receipt of the decision of the Care Management Unit Supervisor.
  - 6) The specific concern(s) must be submitted in writing to the Care Management Unit Supervisor on the Request for Formal Review. The Care Management Unit Supervisor will arrange a Review Committee Hearing within eight (8) days of the receipt of the completed form. This committee will be composed of the Director of the Aging Partners, and a member of the Aging Partners Advisory Board.
  - 7) The client or their representative will receive written documentation of the Review Committee's recommendations within eight (8) working days of their decision.

**8. (2.006.01H) Budget: An annual budget of income and expenses.**

(006.01H1) Annual budget requirements will be provided through the Aging Partners Accounting Office according to the State guidelines.

(006.01H2) Recording actual time units for Care Management Unit services provided to each client will be done by Aging Partners day log system and billing documents, on a monthly basis.  
See Appendix item 3.

**9. (2.006.02A) Policies and Procedures for the administrative and programmatic operation of the Care Management Unit:**

**A. Care Management Unit Description:**

The Care Management Unit will operate under the auspices of Aging Partners as a direct service component of Personal & Family Services. This organizational arrangement has a number of inherent advantages. First, this separates the Care Management Unit from the delivery of direct services and places the unit within a widely-accepted, service neutral, administrative jurisdiction within Aging Partners.

Secondly, the Unit will assume a position within the integrated continuum of core social work related services provided by Personal & Family Services. Personal & Family Service core services currently extend from the provision of information and referral, financial counseling and Case Management-IIIB, to State Care Management, Senior Care Options evaluations, and Home and Community Based Services. The continuum enhances access to Care Management services by associating the service with a highly utilized I&R service. At the same time, the system conserves limited and expensive resources by matching an I&R, casework, counseling, or Care Management response to the needs, circumstances, and resources of the client. Personal & Family Services has established intake, screening, waiting list, and case load control procedures for this purpose.



Finally, Personal & Family Services has been extensively involved in program development and inter-agency coordination and in a continuing effort to fill service gaps and eliminate obstacles to coordination. The Care Management Unit's placement within Personal & Family Services greatly enhances coordination by linking the unit to an established cooperative service network which surrounds Personal & Family Services. This network consists of a variety of formally interconnected programs and initiatives. This network is surrounded by a second circle of institutions, programs, services, and professionals that have a strong informal and mutually supportive service relationship with Personal & Family Services.

In its eight-county planning and service area, Aging Partners is committed to promoting strong local commitment and ownership, under a single certification, and cooperative service delivery. To achieve these ends, Aging Partners Care Management Unit will be operated as a unified regional system with common policies, program supports, procedures and forms. The Care Management Unit will seek to develop and maintain contracts with local governments. These contracts will authorize participation in the regional system, and enhance coordination by associating Care Management services with services of the programs.

#### Purpose:

This section describes the process by which individuals are accepted as Care Management clients in either the State Care Management Program or the Aging Partners Case Management-IIIB Program.

#### Pre-Screening:

All requests for Care Management service will be received and screened by Aging Partners Information and Referral Service. The determination of the need for and priority of Care Management will be determined by the presence of the following criteria:

1. The older person exhibits physical symptoms which need further medical assessment or medical treatment.
2. The older person is unable to act in their own behalf because of a physical or emotional disability.
3. The older person appears to be isolated because of the absence of established relationships and has no one available to act in their behalf.
4. The older person is in jeopardy because of the lack of supportive services for which they may be eligible but have not received.
5. The older person is vulnerable because of recent life events, i.e., the loss of a loved one, poor physical or emotional health, the need for environmental changes, financial need.

#### A. Exempt Individuals

The following individuals will not be referred to DHHS Care Management Unit:

1. Persons with disabilities who are under age 60 and may be more appropriately served by an available Care Management program specializing in services to persons with disabilities.

#### B. Eligible Individuals

The following will be referred to the Care Management Unit:

1. Primarily people over 60 who face circumstances which may threaten their independence or well-being as identified by pre-screening or discovered in the course of delivering other services, such as ADRC or I&A services,
2. And is a resident of Aging Partners service area: Butler, Fillmore, Lancaster, Polk, Saline, Saunders, Seward and York counties.

**Priority of Service:**

There are other client characteristics which are appropriate clues for referral to the Care Management Unit. Older persons will be considered eligible to receive Care Management Services if a total number of five (5) situations which may include one or more major identifiers and/or additional client characteristics, have been determined to exist. (See Appendix 4). A total of five situations will include meeting the three basic qualifiers for the service and two additional from the Referral Checklist. When the check list of characteristics has been reviewed and the Care Manager has determined Care Management Services are appropriate, the Care Manager will use the Care Management Priority Designation to further assess how Care Management Services will be delivered. Priority levels designate the urgency level of client need.

Individuals whose needs are described in Priority Level I will receive assignment to Care Management services as 1st priority.

The needs described in Priority Level II will be assigned a Care Manager as 2nd priority.

Priority levels III, IV, and V describe needs that will be addressed by the Care Manager on a space available basis as 3rd, 4th, and 5th priority.

Any changes in the person's situation may result in a higher or lower priority designation level. These changes will be noted by the intake counselor taking the updated information.

**Screening Process:**

- When a request for service is made, the intake specialist will begin screening for acceptance into either the State Care Management Program, or the Care Management-IIIIB Program sponsored by the Aging Partners, Personal & Family Services.
- If the request for service can be met by providing information/or making a referral, the situation will be designated as Information & Assistance. If the Care Manager deems it appropriate, a Care Management services brochure can also be mailed to the client/or the person representing the client. This will provide information about Care Management services which can be used in the future.
- When the intake specialist feels it is appropriate to view the client's situation firsthand, a home visit for further screening should be scheduled. The purpose of this home visit is to continue the assessment process to determine if the client should receive Care Management services. At this time the Care Manager making the home visit will use the Care Management Referral Check List process to determine if the individual is eligible for State Care Management Services.
- The Referral Check List identifies Care Management case qualifiers that help describe the individual's situation. The individual must have at least five (5) qualifiers to be eligible for Care Management services.
- If there are no available openings for State Care Management or Aging Partners Care Management Services, the Care Manager must use the Aging Partners Priority Descriptions to determine the individual's eligibility to receive Care Management services. The Care Manager must then decide which Care Management program is most appropriate for the individual and place that person on a waiting list to receive that service as soon as possible.

**JOB DESCRIPTION****TITLE:** Care Management Unit Supervisor**CLASSIFICATION:** Aging Program Coordinator**REPORTS TO:** Director, Personal & Family Services

**JOB SUMMARY:** This is a complex administrative position within the Personal and Family Services Division, Personal & Family Services component of Aging Partners. This position bears exclusive responsibility to coordinate and oversee the day-to-day operations and services delivered by Aging Partners State funded Care Management Unit.

**SPECIFIC RESPONSIBILITIES:** Responsibilities of the Care Management Unit Supervisor will include, but not limited to:

1. Identifying policy needs and assisting in the formulation of policy. Responsible for the interpretation and execution of policies and delivery of its services in the day to day operation of the Care Management Unit.
2. To assist in program planning, budgeting, and program evaluation.
3. To maintain ongoing coordinated relationships with other service providers.
4. To assist in the negotiation of letters of agreement and/or contracts between funding providers and Care Management.
5. Employment of qualified personnel, evaluation of staff performance, provision of orientation and in-service programs for personnel of the unit.
6. Assists in the implementation and maintenance of a record system and statistical reporting system for program documentation, planning and evaluation of the Care Management Unit activities.
7. Assists in the preparation of an annual budget, the implementation of financial policies, accounting system and cost controls.
8. Assurance of an adequate public information program regarding Care Management services.
9. Maintenance of the Care Management Unit's compliance with all State and Federal guidelines and Aging Partners plan of operation.
10. Supervise Care Managers.

**JOB DESCRIPTION****TITLE:** Care Manager Casework Supervisor**CLASSIFICATION:** Aging Specialist IV**REPORTS TO:** Care Management Case Unit Supervisor

**JOB SUMMARY:** This is an advanced level Care Manager with supervisory and administrative experience within the Personal & Family Services component of Aging Partners. This position bears responsibility to assist with training and coordination and as a back-up supervisor for day-to-day operations and service delivery by Aging Partners State funded Care Management Unit. This position is also under the direction of the Care Management Unit Supervisor.

**SPECIFIC RESPONSIBILITIES:** Responsibilities of the Care Manager Casework Consultant will include, but not to be limited to:

1. Provides positive day-to-day leadership, direction, and consultative support to the Care Management staff, so that the appropriate assignment, oversight, management, and quality of the total caseload are assured.
2. Participates as a member of the Care Management Unit Supervisor's implementation team to carry out the functions of the State-funded Care Management Unit.
3. Provides scheduled and as-needed consultation and review of Care Management cases for Care Management staff.
4. Provides Care Management staff with guidance on decisions requiring judgment and gives assistance with problem situations and approval of care plans.
5. Provides access to training for Care Management staff and supports and mentors.

6. Provides a casework support network that provides access to multi-disciplinary case reviews, review, skill building, modeling, teamwork opportunities, accountability, etc. to promote quality service provision.
7. Evaluates and oversees the performance of Care Managers based on established criteria. Evaluation will include review of case files, case review, team visits where needed, and plan review.
8. Oversees the maintaining of required record keeping and documentation of service provision activities for the Care Management Unit.
9. Coordinates and oversees networking and activities of Care Management staff within the regional community care system in order to maintain on going coordinated relationships with other service providers.
10. Provides clear documentation of Care Management development activities and participates in providing records for Care Management Unit evaluation.
11. Performs duties assigned by the Care Management Unit Supervisor to ensure the implementation of and compliance with all State and Federal guidelines and Aging Partners plan of operation.

**TITLE:** Care Manager

**CLASSIFICATION:** Aging Specialist III

**REPORTS TO:** Care Management Care Manager Supervisor

**JOB SUMMARY:** The position of Care Manager requires a high level of innovation and creativity to formulate an individualized response to the needs which older people present. The counselor must select and use the most appropriate service methods and techniques to enable older persons to solve problems, meet needs, and remain independent in the community by providing individualized social services.

**SPECIFIC RESPONSIBILITIES:** Responsibilities of the Care Manager will include, but not to be limited to:

1. Provides information services and referral services so that older persons can obtain information and make appropriate selections of needed services and so that an effective service linkage is developed between the older person and the needed service.
2. Provides individual and family consultation so that an older person and his or her family can surmount intangible emotional, attitudinal and mental barriers which prevent him or her from utilizing services at the level of care that best matches his or her level of need.
3. Provides Care Management services so that the complex multiple needs of the most vulnerable elderly are met.
4. Promotes a continuum of care service approach for older persons in their local community.
5. Maintains records and follows prescribed procedures so that services are provided with the highest degree of efficiency, quality, and continuity possible.
6. Manages personal time, caseload and stress so that a high standard of professionalism is maintained in giving quality service to older persons.
7. To consistently carry out responsibilities in a manner which strengthens working relationships, advances job performance, and contributes to the effectiveness of the total organization.
8. Provides required documentation of casework time and activities.

**1. (2.006.02A) Personnel Procedures:**

The Care Management Unit is governed by and will operate in full compliance with Lincoln Municipal Code, Title Two, Chapter 2.58, Personnel System, in all matters pertaining to the hiring and selection, compensation, evaluation, disciplinary action and grievance, and supervision and training of employees, contractors, volunteers, students and/or interns.

**2. (2.006.02AI) Equal Opportunity Policy Statement:**

It is the employment policy and practice of the City of Lincoln, Aging Partners and the Care Management Unit to recruit and hire employees without discrimination because of race, color, religion, sex, disability, national origin, age (between 40 and 65 years of age or in accordance with such age requirements as may be promulgated by law or applicable regulation), or marital status, and to treat all employees equally with respect to compensation (equal pay for equal work), and to provide for an equal opportunity for upward mobility which may include transfers from position to position or class to class in the City's personnel system. Equal access to facilities of the City is assured.

Rights to benefits, due process termination, and all other terms and conditions of employment are guaranteed to all employees of the City of Lincoln.

3. (2.006.02A1) Affirmative Action Policy Statement:

In furtherance of these policies and practices, the City of Lincoln has designed and agreed to implement an Affirmative Action Program in accordance with Title II of the Lincoln Municipal Code. The City has agreed to assert leadership within the community and to exert the maximum effort to achieve full utilization and development of the capabilities and productivity of all our citizens. The City further recognizes that the effective application of a policy of merit employment involves more than just a policy Statement and will therefore implement the Affirmative Action Program in a positive and aggressive manner and will make known its commitments to this effort and that equal opportunities are available within the City employment on the basis of individual merit.

4. (2.006.02A3) Exclusive Responsibility Policy:

In accordance with Nebraska Department of DHSS State Unit on Aging rules and regulations related to the operation of Care Management Units, the Aging Partners affirms the delivery of Care Management services is the exclusive responsibility of the Care Management Unit Supervisor, employed staff and contractors.

The Care Management supervisor will carry exclusive responsibility for oversight of Care Management service provision by insuring that State guidelines are met and that the Aging Partners plan is carried through as approved, or an amendment to the plan of operation submitted for Department approval.

Training and supervision of Care Managers will be delegated to designated staff with advanced case management experience and responsibility for staff development, supervision, and monitoring of casework quality. Staff responsible for casework supervision will be directly accountable to the Care Management supervisor, to carry out responsibilities in compliance with State regulations and under direction of the supervisor.

Care Managers will be responsible for direct provision of services to clients, with the exception of responsibilities for implementation and monitoring that do not require the specific skills of the Care Manager. These may be delegated to a service provider and monitored by the Care Manager.

B. (2.006.02B) Designated Supervisor: Joyce Kubicek

Aging Partners has designated Joyce Kubicek as Care Management Unit supervisor and she will be responsible for implementing the Plan of Operation and to supervise the activities of the staff and contractors as described above.

Implementation activities requiring specialized expertise may be carried out by other Aging Partners Staff under the direction of the Care Management Supervisor.

C. (2.006.02A2) Organization chart.

(See Appendix 5).

(2.006.02C) Minimum Qualifications:

The Care Managers will have the following minimum qualifications:

(OO6.02CI) A current Nebraska license as a registered nurse, or baccalaureate or graduate degree in the human services field, or a certification under the Nebraska Social Work Law; and

(OO6.02C2) At least two years of experience in long-term care, gerontology or community health.

(OO6.02C3) In addition to the above qualifications, a Care Management Unit Supervisor will have at least two years of supervisory or management experience.

Staff with delegated responsibility for supervision of Care Management services will also have the qualifications required of the Care Management Unit Supervisor.

(2-006.02D3) Monitoring Process:

All contractors and providers of Care Management services will first be screened for minimum qualifications. When they are designated for affiliation with the Care Management Unit, they will receive the basic training for orientation to the unit.

All staff will be governed by State requirements and Aging Partners plan procedures for Care Management service provision.

All staff will be directly accountable to the Care Management Unit supervisor and Care Management casework supervisor delegated responsibility to directly guide them in their service provision.

All Care Managers will participate in regular case review on a monthly basis. Additionally, all Care Managers will have access to consultation on a case by case basis with an advanced Care Manager, the Care Management Care Management supervisor, or the Care Management Unit supervisor. An advanced Care Manager will be assigned to oversee each case and in service training will be provided on a regular basis. All Care Managers will operate under these basic elements of accountability.

All Care Management cases will be reviewed at regular intervals in the provision of service by the Care Management Unit Supervisor. Each case must be reviewed at the following intervals:

- a) Opening of the case- Care Manager
- b) New Care Management case file review-when all elements of an initial file are completed. The goal is for Supervisor review is 30-45 days after completion of the plan by Care Manager.
- c) Additional follow-up at Care Manager's discretion
- d) Reassessment at 12 months from care plan - Care Manager
- e) Closure - Supervisor

All Care Management cases will be subject to a review of the file at request. Where services are provided by contract staff, they may also be subject to file reviews to ensure that State requirements are met.

All contract staff will be monitored by the above process and performance-based outcomes that specify the completion of a written assessment and plan as outlined in the State guidelines.

Participation in the monitoring and accountability process as outlined above, and in regular in service training is required.

(2.006.02D4) Maintenance of Accounting Records:

Aging Partners affirms all accounting records necessary to support financial Statements will be maintained in accordance with generally accepted accounting principles.

(2.006.02D5) Audits and Submission of Reports:

Aging Partners will comply with all regulations related to the auditing of Care Management Units and the submission of audit reports.

**D. (2.006.02E) Client Rights and Responsibilities: (see Appendix 6)**

The Aging Partners Care Management will view each older person as:

1. A person in full possession of their civil rights.
2. A unique individual who has primary responsibility for their life and decisions regarding their life.

3. A person who, regardless of their impairments, should participate in the Care Management process to the extent they are able to participate.
4. An equal with the Care Manager in the development of the care plan.
5. A person who is entitled to the level of care that best meets their individual needs.

Each client will be given the following information prior to receiving Care Management services.

1. (2.006.02E1) Care Management services are available to eligible older persons on a voluntary basis. Each prospective client will be asked to either accept or reject Care Management services at the time the Care Management proposal is offered. Accepting or rejecting Care Management services does not automatically include or exclude the person from other Aging Partners programs for which he/she might be eligible.
2. (2.006.02E2) Each older person who participates in the Care Management program will help develop the care plan that best fits their needs. The older person (or if they are unable, their representative) may also reject any portion of the Care Management plan.
3. (2.006.02E3) The Care Manager will provide the older person with information about available services. Based on the availability of these services, the older person will be able to choose the agency or individuals who will provide the requested service.
4. (2.006.02E4) Aging Partners Care Management services are available to everyone regardless of race, color, sex, national origin, religion, or disability.
5. (2.006.02E5) Clients will be provided with the name of the Care Manager assigned to work with them. Any changes in the Care Manager's assignment will be communicated to the older individual.
6. (2.006.02E6) Each client has the right to receive a description of available Care Management services. A fee schedule reflecting the cost of service based on their income will be discussed with the older person or their legal representative before the service is provided, for clients who will be expected to pay a portion of the cost out of pocket. They also will be told about the billing for their Care Management services.
7. (2.006.02E7) Any individual receiving Care Management services can request to see their Care Management file, unless this request is restricted by law.
8. (2.006.02E8) If the client, or their representative, is not satisfied with the care plan, feels their rights have been violated, or that they have been treated unfairly, they, or their representative, have the right to file a grievance. If a grievance is filed, the client will not be subject to discrimination or reprisal.

**E. (2.00~02F) Client Information and Confidentiality:**

Any time information regarding an individual is collected and retained, he or she has a right to know why and how the information will be used. Insuring the security of and the appropriate use of the information is critical.

Each client that receives Care Management services will have the right to receive information about the services. This information will include a Statement describing the nature of the information to be collected, the purpose for collecting this information, how this information will be used, a Statement about the protected confidentiality of this information, and the process for authorization to release information when needed to act on behalf of the client.

(See Appendix 1 for copies of written release forms and Notice of Privacy Practices.) Signed release forms will be kept in the client file.

Client information will be collected for the purpose of providing an individualized basis for client service and will be treated with respect for the client's right to confidentiality. The information may be used to support and augment the process of identifying client needs and the resources necessary to plan appropriate service responses, and/or to deliver the appropriate service.

This agreement expressly forbids any commercial use of this information, or release of this information to nonparticipating parties, without written consent from the client. Violations of a client's right to privacy may leave the violator subject to civil or criminal suit under Federal and State privacy acts.

**1. Client Records:**

All information collected about a particular client will be recorded on the standardized Long Term Care Assessment document issued by the Nebraska State Unit on Aging and the Long Term Care plan, and fee determinations form. These documents will be governed by the guidelines in Section 006.03 of this plan. The above documents will function as components of a set. Duplicate information can be provided once and cross referenced. The Care Manager will keep an electronic narrative record in the confidential database.

All other documents generated in the course of casework that contain information pertinent to that case will also be kept as a part of the client file (006.03) and subject to these confidentiality guidelines.

The goal for the client record is to provide a concise but whole picture of the client situation.

A client may request to see the information held in the document set case file regarding him/herself at any time. We ask the Care Manager or Care Management Supervisor to meet with them to answer any questions. She or he may request specific corrections of the information. This request will be honored, and the request and action taken documented, dated, and signed by the individual receiving the request. A copy of this document will be kept on file in the Care Management Unit office.

**1. (2.006.02,FI) Releasing Information to, or Obtaining Information From Other Agencies or Professionals:**

- a) Information contained in the client file can be released to outside agencies and programs when there is a signed release document in the file.
- b) Information can be obtained from outside agencies or professionals with a signed release from the client if there is a specifically identified and documented need to know.
- c) Information can also be released or obtained on an emergency basis by obtaining oral permission from the client, or client designated representative, and documenting this in the client file. This information should also be for an identified and documented need to know.
- d) All information obtained should be accurately documented in the case record with identification of the source of that information, and the date the information was obtained.
- e) All release of information will be documented on the appropriate forms.

**2. (2.006.02F2) Access to Records:**

- a) All client records will be kept in a secure environment and will be tracked by a central file system, which has a check out process.
- b) Access to records in the central file system will be allowed only to staff with Care Management related job responsibilities.



- c) Access to all files will be obtained by requesting that the file be signed out to the Care Manager through the central file system.
- d) All files are to be maintained and kept in a secure environment at the Care Management Unit or the staff work station.
- e) Records are to be returned to the central file when a case is closed, or when that Care Manager is no longer assigned to the case. Electronic files will be kept secure by following the Confidentiality policies and procedures of Aging Partners.

3. (2.006.02F3) Confidentiality During Conferences or Consultations:

- a) Care Management staff involved in multi-disciplinary Care Management should obtain permission from the client to work on the case together. This permission is to be documented in the case file
- b) Staff should obtain a signed release from the client that authorizes the sharing of information with agencies or professionals that they have chosen to provide the identified services, for the purposes of referral and coordination of service. In time sensitive situations, verbal permission can be obtained and documented in the Care Manager notes or updates on the "Permission to Share" form.
- c) Staff must also obtain client permission to have family or support system members participate in case planning or consultation.
- d) Staff participating in interagency case review and consultation should preserve client confidentiality by identifying case information with respect for their privacy. Details that would identify the client will not be shared with persons who do not have a specifically identified and documented need to know.

4. (2.006.0F4) Documentation of Release of Information:

All release of information forms and/or documents legally approving the release of information will be put in the client file or record.

5. (2.006.02F5) Use and Storage of Confidential Records:

- a) All client records will be used only by persons with Care Management related job responsibilities that necessitate use of the client file.
- b) When a client file is in use, the Care Manager will maintain the responsibility to preserve the confidentiality of the information from anyone other than those with Care Management related responsibilities or authorized signed release.
- c) Records in storage will be maintained in a secured access environment.
- d) All computerized information will be protected by a secured system with authorized access only. Computerized files will be governed by Aging Partners Confidentiality policies. (See Appendix 7)

**10. (2.006.03) Establishment of Client Files: Policies and procedures for establishment of client files.**

A Care Management provider will establish a client file for each client (as defined in section 001.0IH) found eligible (as in section 001.0IL) to receive Care Management (section 001.0IC).

A client file will be established as soon as the client is found to be eligible to receive Care Management services, as defined, unless a Care Management file already exists for the client or their spouse.

Where Care Management services are to be provided for a couple, one file will be established to contain documents relating to services for both individuals. The Care Manager may opt to set up separate files when the individual's needs are to be met in separate care settings. Where there are two Care Management clients in a household, the Care Manager will do separate assessments, to document the individuals separate care needs.

The client file will be labeled with the client/s name/s and will be used to store all documents relating to the client/s. These documents are to include the Long Term Care Assessment form, the Long Term Care plan, and all signed release of information forms, all written narrative, all correspondence, all referral forms and any other documents relevant to the service provision for the particular client.

All documents will be in compliance with the requirements of the State Unit on Aging. All written narrative will use the SOAP format as outlined in the Personal & Family Services procedures manual.

**(2.006.03A) File Availability:**

All Care Management client files will be available, upon request, to the Care Management supervisor or their representative for evaluation of performance of services and achievement of compliance with Care Management requirements.

The Nebraska Health and Human Services Aging Division will have authority to inspect and review client files and records to evaluate performance and achievement of the Care Management Unit requirements and to verify and audit the services provided and information published by Aging Partners.

**11. Training Plan****1. (2.006.04A) Orientation Program for all personnel and contractors:**

This orientation program will be provided to all staff new to the Care Management Unit.

**Introduction to Care Management Unit**

- Introduction to unit staff
- Overview of unit administrative and program operations.
- Overview of unit organization
- Unit support network schedule
- Unit training schedule
- Receive unit procedures manual
- Fill out necessary employee forms

**Care Management Services Orientation and Overview**

- Long term care goals and objectives
- Community based long term care overview
- Care Management tasks
- Long term care system
- Long term care system characteristics

Long term care service cycle  
Benefits of Care Management  
Long term care process and philosophy  
Assessment process  
Recording assessment information  
Needs identification  
Case planning

Care Management Practicum  
Care Management Consultation  
Case by case consultation for training

**2. (2.006.04B) Participation of CM Supervisor Unit in training:**

The Care Management Unit Supervisor will attend training provided by the Nebraska Health and Human Services Aging Division for Care Management development.

**3. (2.006.04C) In-service Training:**

Orientation to the Care Management Unit, and Care Management Services orientation and overview training, use of the assessment document, and policies and procedures will be conducted within two months of beginning operation for any staff that has not already had this training.

**MONTHLY:**

Regular training on techniques and methods will be provided in monthly case review sessions.

Monthly sessions featuring service agencies as resources will be provided.

**QUARTERLY:**

Two quarterly training will be offered per year for skill building.

**AS NEEDED:**

Orientation and initial overview training will be provided as staff is added.

As the supervisor and staff identify the need for specific training to staff, additional training opportunities will be scheduled.

Certified staff will attend sixteen hours of approved training per year.

**12. Standardized Long Term Care Assessment Document**

**A. (2.006.05) Provide for use of Long Term Care Assessment Document:**

Aging Partners Care Management Unit will fully comply with State requirements related to the assessment of clients and use the document provided by the State for the assessment of clients. The completed assessment document will be placed in the client file whenever Care Management services are provided with the use of State Care Management and CASA funds.

**(2.006.05A) Provide for training of Care Managers prior to use of document:**

The Aging Partners Care Management Unit Supervisor will provide training and practicum experience to all Care Managers prior to the use of the assessment document. Additionally, ongoing training consultation will be provided by the Care Management Supervisor, or designated senior Care Management staff.

### **13. Long Term Care Plan**

#### **A. (2.006.06) Policy and Procedures:**

The Long Term Care Assessment is the tool designated to be used by the Care Management service providers to document a specific client's needs and the plan agreed upon for meeting these needs.

#### **1. (2.006.06A) Client Consultation & Participation:**

A written Long Term Care Plan will be prepared for every client served by Care Management. This plan is to be developed in consultation with the client after a Long Term Care Assessment is completed. Where interdisciplinary teams have been established and when the case warrants, a team planning process with the client will be employed. Family participation in the process is determined by client choice.

If the client chooses, the client's family will be consulted in the plan development.

If the client does not choose family consultation, the plan will show the client choices on the case plan. Where a client specifies a choice about family participation this will be documented in the client narrative or on the release form. The case plan will be developed in this manner:

- a) An assessment is conducted using the State assessment document, to assemble an up-to-date and comprehensive view of the client's strengths, deficits, circumstances, and unmet needs as a basis for service planning.
- b) The Care Manager will then prepare a list of the health, social, and process needs for the case.
- c) From the need list the Care Manager will talk to the client about appropriate service options.
- d) The client will choose the services they feel are most appropriate to their situation.
- e) With the client's approval, the client's family or other service providers can be included in this planning process.
- f) The Care Manager then consults with any pertinent agencies, support system members, or other professionals not included in the planning meeting, but pertinent, to get input and determine that this is a workable service package for the client's needs.
- g) The plan is then created and agreed upon by the Care Manager and client.

#### **2. (2.006.06B) Use of Interdisciplinary Approach:**

An interdisciplinary approach to Care Management will be used to arrive at a workable plan when applicable to the client's needs.

Where interdisciplinary teams are established, a team planning process, with the client's involvement, and any other participants that the client authorizes to participate in the planning, will be used. (Also see 006.02F)

Where interdisciplinary teams are not available, the Care Manager will consult with other agencies or support system members as needed to set up the plan.

As a final option, the Care Management Unit will utilize a nurse consultation to give input on medical needs and options where the case would not otherwise have this input and it is warranted.

#### **3. (2.006.06C) Use and coordination of appropriate resources:**

Each Long Term Care plan will utilize and coordinate available and appropriate public and private resources.

Wherever possible, plans will give priority to maintaining, improving, and strengthening the involvement of informal supports. This should be noted in the care plan.

Where public and private resources exist to meet client needs, they will be utilized appropriately, and coordinated so as to promote broad-based client support from the continuum of care and reduce duplication and overlap.

Wherever possible, priority should be given to addressing core problems and service initiatives being directed at connecting the client to specialized services for long term support. Where possible a broad support system should be established.

Care Management providers are not to provide services unless the service is not available in their community via another source, or this source is not appropriate or acceptable. This role is to be taken only to fill a gap, and not to compete with existing service providers.

When reasonably possible, clients are to receive the level of care that best matches their level of need.

Care Management plans should prioritize use of the most cost effective method for meeting the client need, unless it can be shown that this option was not available or was unacceptable.

4. (2.006.06C1) Recording Services Needed but not Available:

Services which are needed but not available will be documented in the care plan in the progress column.

Services which are rejected by the client are also to be documented in the care plan, in the progress column or on the assessment form.

(2-006.06D) Minimum Care plan Requirements

(2-006.06D1) The Long Term Care plan will establish individual goals, objectives, and action steps to meet needs agreed to by the client.

- a) Action steps are to be specific, performance based, and measurable.
- b) Action steps will be recorded in the "Actions" column of the care plan form.
- c) The client will approve the plan by giving verbal or written approval, or having their chosen representative approve it. Approval will be documented on the plan or in the narrative.

(2.006.06D2) Establish a time frame for implementation of the Long Term Care plan. This time frame can be noted in the "Progress" column of the care plan document.

(2.006.06D3) Define the services which are needed, including any equipment or supplies, by specific entries in the "Actions" column on the care plan form.

(2.006.06D4) Define who will provide each service by assignment of each responsibility with a notation in the "Actions" column on the care plan form.

(2.006.06D5) Specify the availability of services, supplies, and/or equipment in the "Progress" column of the care plan form or on the assessment where need is documented.

(2.006.06D6) Specify the costs and methods of service delivery by listing methods in the "actions to meet needs" description and noting the costs in the "Cost" column of the care plan form.

(2.006.06D7) The Care Manager provides for reassessment upon change in client status by updating the care plan and adding new "client needs dated according to the reassessment date" and new "actions to meet needs" that reflect the changes in client status and service plan.

**5. (2.006.06E) Monitoring of Delivery of Services to Client:**

The assigned Care Manager will be designated the responsibility for monitoring the delivery of services to the client to reasonably ensure the continued appropriateness and effectiveness of the services being delivered under the Long Term Care Plan. This assignment is noted by entering the assigned person's name on the "Care Manager" line of the care plan form.

Monitoring of the delivery of services will be done as follows, and will continue following any reassessment of the case resulting in a new or adjusted care plan:

- a) A follow-up will be conducted within 30 days of the initial linkage of services to determine that the client received the services and agreed that care was satisfactory. If the results were unsatisfactory, further services will be given.
- b) Once it is determined that the initial linkage phase has been successfully completed, additional follow-ups will be scheduled at the Care Manager's discretion.

**6. (2.006.06F) Provision for Review:** An annual review of each Long Term Care Plan will be conducted for all active cases. The Care Management Unit will note the annual reassessment due date in SAMS.

When a reassessment is done on the existing assessment form, the date of reassessment will be entered in a different color from the original by the Care Manager on the assessment form just above the original assessment date. Any changes in the assessment will also be noted in that same color. Minor changes can be made on the same form. When significant changes need to be documented, a new assessment form will be completed to make sure the documentation is clear. Reassessments done electronically will note the assessment date and reassessment date on the assessment form.

**7. (2.006.06G) On-Going Consultation:**

Throughout the Care Management service period, the client and Care Manager will have regularly agreed upon contact to provide for the regular exchange of ideas and comments.

**14. (2.006.07) Accessibility of Services: Provide for development of a comprehensive directory of available public and private resources**

A. Aging Partners plans to develop a comprehensive directory of resources that include information on continuum of care services. Aging Partners will continue to provide their directory of available public and private resources by use of its Personal and Family Services Quick Reference Guide system, as well as its handouts listing nursing homes, assisted livings, in home service options, etc. Aging Partners also has a website and utilizes other established sites such as NRRS, 211, Answers for Families, Mediware SAMS I & R system and internet searches.

**15. (2.006.08) Uniform Data Collection: Provide for use a data entry system identified by the State Unit on Aging**

- A. Aging Partners affirms the Care Management Unit will comply with data collection, information processing, and reporting requirements of the State.
- B. Aging Partners will use the Nebraska Care Management Information System according to directions from the Nebraska Department of Health and Human Services-Aging Division.
- C. Aging Partners will furnish access to a computer compatible with the Nebraska Care Management Information System.

D. Aging Partners affirms all required data will be entered and verified for quarterly and annual reports to the Department, per direction of HHS-Aging Division.

E. Aging Partners uses their agency confidentiality policies for this requirement.

**16. (2.006.09) Periodic Review: Department shall conduct periodic review**

A. The Department of Aging will have access to files and records of the Care Management Unit and the files and records of the provider, supervisor or contractor of the Aging Partners Care Management Unit.

**17. (2.006.10) Amendment of Plan of Operations:**

A. Aging Partners will notify the Department of the need to amend the Plan of Operation in a timely manner and secure the approval of the Department prior to making changes.

2.007.01 Fee Scale Aging Partners will use the State Fee scale for Care Management services.

2.007.03 A client whose family income is below 300% of poverty level in the index issued by the Department will pay 0-90% of the fee for Care Management services.

2.008 Reimbursement will follow the State Aging Department Guidelines.

42929 Y3

**Appendix 1 - Release of Information/Notice of Privacy Practices**

**Appendix 2 -Care Management Unit Request for Formal Review**

**Appendix 3-Day Log example**

**Appendix 4-Care Management Referral Checklist**

**Appendix 5-Organizational Chart**

**Appendix 6-Rights & Responsibilities**

**Appendix 7-Confidentiality Policy**



**Aging Partners  
Personal and Family Services**

1005 O Street  
Lincoln, NE 68508-3628  
(402) 441-7070 or (800) 247-0938

**Release of Information**

**I Voluntarily Give Permission** for Aging Partners staff to release information regarding my care plan.  
The information I am permitting to release includes:

***Assessment:***

Information about how I manage day-to-day activities, income, legal, my health, help I receive from others, difficulties which affect my ability to remain independent in my home, and demographics.

***Coordination:***

Information about my care plan which will enable my chosen service providers to work together to meet my needs.

***Applications:***

Information needed to apply for benefits I have requested.

The service organizations and individuals I give Aging Partners permission to contact:


*I have read, or had read to me, the above information. I understand this information and have had the opportunity to ask questions for further clarification. This authorization will expire 12 months after the date it is signed.*

**I Understand** that I may withdraw my permission at any time by calling **Aging Partners at: (402) 441-7070 or (800) 247-0938**

«Client.FullName»

Print Name \_\_\_\_\_ Signature/ or family member \_\_\_\_\_ Date \_\_\_\_\_

Signature of Agency Representative \_\_\_\_\_ Date \_\_\_\_\_

**CITY OF LINCOLN**[www.lincoln.ne.gov](http://www.lincoln.ne.gov)

Lincoln-Lancaster County Health  
Department, 3140 N Street  
Lincoln, NE 68510  
Lincoln Fire & Rescue  
901 West Bond, #200,  
Lincoln, NE 68521

**Your Information.  
Your Rights.  
Our Responsibilities.**

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. **Please review it carefully.**

**Your  
Rights****You have the right to:**

- Get a copy of your paper or electronic medical record
- Correct your paper or electronic medical record
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

➤ **See page 2 for more information on these rights and how to exercise them**

**Your  
Choices****You have some choices in the way that we use and share information as we:**

- Tell family and friends about your condition
- Provide disaster relief
- Provide mental health care
- Market our services and sell your information
- Raise funds

➤ **See page 3 for more information on these choices and how to exercise them**

**Our Uses  
and  
Disclosures****We may use and share your information as we:**

- Treat you
- Run our organization
- Bill for your services
- Help with public health and safety issues
- Do research
- Comply with the law
- Respond to organ and tissue donation requests
- Work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

➤ **See pages 3 and 4 for more information on these uses and disclosures**

## Your Choices

**For certain health information, you can tell us your choices about what we share.** If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

**In these cases, you have both the right and choice to tell us to:**

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation

*If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.*

**In these cases we never share your information unless you give us written permission:**

- Marketing purposes
- Sale of your information
- Most sharing of psychotherapy notes

**In the case of fundraising:**

- We may contact you for fundraising efforts, but you can tell us not to contact you again.

## Our Uses and Disclosures

**How do we typically use or share your health information?**  
We typically use or share your health information in the following ways.

### Treat you

- We can use your health information and share it with other professionals who are treating you.

*Example: A doctor treating you for an injury asks another doctor about your overall health condition.*

### Run our organization

- We can use and share your health information to run our practice, improve your care, and contact you when necessary.

*Example: We use health information about you to manage your treatment and services.*

### Bill for your services

- We can use and share your health information to bill and get payment from health plans or other entities.

*Example: We give information about you to your health insurance plan so it will pay for your services.*

*continued on next page*

### **Our Responsibilities**

---

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticapp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticapp.html).

### **Changes to the Terms of this Notice**

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.

Effective May 15, 2015

**This Notice of Privacy Practices applies to Lincoln Fire & Rescue and the following Lincoln-Lancaster County Health Programs (Public Health clinics, Maternal Child Home Visitation Program, Dental Health Program) and to Aging Partners-Case Management Program.**

### **FOR MORE INFORMATION OR TO REPORT A PROBLEM, CONTACT OUR PRIVACY OFFICER(S)**

Kathleen Cook  
City Privacy Officer  
Lincoln-Lancaster Health Department  
3140 N Street, Room 2231  
Lincoln, NE 68510  
402-441-8092

Sherrie Meints  
Fire Privacy Officer  
Lincoln Fire & Rescue  
901 West Bond, Suite 200  
Lincoln, NE 68521  
402-441-6686

Martha Hakenkamp  
Aging Privacy Officer  
Aging Partners  
1005 O Street  
Lincoln, NE 68508  
402-441-6159



## Care Management Unit Request for Formal Review

1005 O Street, Lincoln, NE 68508-3628



(402) 441-7070



aging.lincoln.ne.gov

<b>Name of Client:</b> _____ <i>Last</i> <i>First</i> <i>Middle</i>		
<b>Mailing Address:</b> _____ <i>Street</i> <i>City</i> <i>Zip</i>		
<b>Describe Concern:</b>          		
<b>Name of person assisting client:</b> _____ <i>Last</i> <i>First</i> <i>Middle</i>		
<b>Mailing Address:</b> _____ <i>Street</i> <i>City</i> <i>Zip</i>		
<b>Relationship to client:</b> _____		<b>Telephone #</b> _____
<b>(Office use only)</b>		
<b>Received by</b> _____		<b>Date:</b> _____
<b>Reply by</b> _____		<b>Date:</b> _____
<b>Care Management Review Committee Hearing Date</b> _____		<b>Time:</b> _____

## Monthly Service Roster

PFS Joyce K.

## Care Management Roster

2/2018

Agency: Lincoln Aging Partners  
 Subprovider: Joyce  
 Site: Lancaster  
 Service: Case Management

Provider: Care Management Program

2/2018	Thu 1	Fri 2	Sat 3	Sun 4	Mon 5	Tue 6	Wed 7	Thu 8	Fri 9	Sat 10	Sun 11	Mon 12	Tue 13	Wed 14	Thu 15	Fri 16	Sat 17	Sun 18	Mon 19	Tue 20	Wed 21	Thu 22	Fri 23	Sat 24	Sun 25	Mon 26	Tue 27	Wed 28
1	1005427140	A																										
2	415446778	A																										
3	624346154	B																										
4	1104431399	B																										
5	1003307976	B																										
6	328478730	C																										
7	621399109	C																										
8	1026394307	G																										
9	1114409715	H																										
10	1014509880	H																										
11	1116494332	H																										
12	717502552	J																										
13	126237861	K																										
14	216461285	K																										
15	828212316	L																										

2/2018 Thu 1 Fri 2 Sat 3 Sun 4 Mon 5 Tue 6 Wed 7 Thu 8 Fri 9 Sat 10 Sun 11 Mon 12 Tue 13 Wed 14 Thu 15 Fri 16 Sat 17 Sun 18 Mon 19 Tue 20 Wed 21 Thu 22 Fri 23 Sat 24 Sun 25 Mon 26 Tue 27 Wed 28

Printed: 02/26/2018 5:03:07PM

Rev: 20180226

LEGEND ☒ M/T: Monthly Total ☐ : Work day ☐ : Weekend day

Page 1 of 2

42929 Y3



## Care Management Referral Checklist

***Clients must be age 60 or over and reside in Aging Partners service Area***

County of Residence: ☐ Butler ☐ Lancaster ☐ Saline ☐ Seward  
☐ Fillmore ☐ Polk ☐ Saunders ☐ York

**Additional client characteristics which are appropriate referral cues:**

- ☐ Isolation/homebound
- ☐ recent or pending dismissal from institution
- ☐ multiple service needs
- ☐ Impaired in activities of daily living
- ☐ grieving and/or grieving-related issues
- ☐ landlord/tenant difficulties especially due to deteriorating environment or financial concerns
- ☐ financial concerns
- ☐ spouse-caregiver of low functioning older person is disabled
- ☐ steady increase in service needs and/or when there is a question of further unmet needs
- ☐ receiving daily services for activities of daily living
- ☐ inability or unwillingness to act in own behalf
- ☐ is approaching or is in a state of crisis
- ☐ readmission to same services
- ☐ long-term needs due to health problems
- ☐ unclear/persistent issues

\_\_\_\_\_ Total number of situations checked (minimum of 5)

\_\_\_\_\_  
Care Manager

\_\_\_\_\_  
Date:



# What are your rights and responsibilities?

Aging Partners supports your right to have presented a fair and complete view of your unique situation. This view is used to develop with your assistance or your choice of representatives, a plan to set up needed health and social services. Services will be provided in a way that promotes your right to be treated with respect and dignity.

## Specific rights outlined for your protection and satisfaction while receiving Aging Partners services are:

1. The right to be treated with respect and dignity.
2. The right to accept or reject Aging Partners services.
3. The right to have your personal information remain confidential, except by your consent. The only exception to this is Aging Partners care managers are mandatory reporters of abuse and neglect of vulnerable adults. If you are in that circumstance, adult protective services will be notified, per Nebraska statute.
4. The right to actively contribute in planning services, understand the risks and benefits, and to approve your care plan.
5. The right to choose what you want among services available to you, and who will provide the service.
6. The right to receive Aging Partners services without regard to your race, color, sex, national origin, religion, or disability.
7. The right to be informed of the name of your care manager, which is \_\_\_\_\_.

8. The right to receive a description of the services available, the cost, and how you will be billed.
9. The right to see records of your care management services, unless this is restricted by law or a state or federal regulation.
10. The right to be free from all forms of abuse, harassment, or victimization of any kind.
11. The right to register a complaint or file a grievance without discrimination or reprisal from the care management unit.

## You have these responsibilities:

1. The responsibility to read the Aging Partners client Rights and Responsibilities statement.
2. The responsibility to provide complete information and to report any changes in your personal status.
3. The responsibility to ask questions if you do not understand something.
4. The responsibility to follow the rules and guidelines of services utilized by you and to pay for any services to which you have agreed.
5. The responsibility to notify your care manager or an Aging Partners supervisor if you have a concern or grievance.



Follow us on Facebook – [www.facebook.com/AgingPartners](http://www.facebook.com/AgingPartners)



1005 "O" Street, Lincoln, NE 68508 ☎ [aging.lincoln.ne.gov](http://aging.lincoln.ne.gov) ☎ 402-441-7070 ☎ 800-247-0938



**AGING PARTNERS**  
**CONFIDENTIALITY POLICY STATEMENT**  
**(Employee/Student/Volunteer/Interpreter/Translator)**

As an employee/volunteer/student/Interpreter/Translator at Aging Partners, you may have access to what this *Agreement* refers to as "confidential information." The purpose of this policy is to help you understand your duty regarding confidential information.

Confidential information includes client/participant information, employee/student/volunteer/Interpreter/translator information, some financial information, and other information relating to Aging Partners.

You may learn of or have access to some or all of this confidential information through a computer system or through your other employment, student, or volunteer activities.

Confidential information is valuable and sensitive and is protected by law and by strict Aging Partners' policies. The intent of these laws and policies is to assure that confidential information will remain confidential – that is, that it will be used only as necessary to serve the older adults of this community and to accomplish our organization's mission.

As an employee/student/volunteer, you are required to conduct yourself in strict conformance to applicable laws and Aging Partners' policies governing confidential information. Your principal obligations in this area are explained below. You are required to read and to abide by these duties. The violation of any of these duties will subject you to discipline.

As an employee/student/volunteer, you understand that you will have access to confidential information which may include, but is not limited to, information relating to:

- Client/participant information (such as records, conversations, client/participant financial information, etc.)
- Employee/student/volunteer records (such as work history, home telephone, salaries, employment records, disciplinary actions, etc.)
- Aging Partners information (such as some financial and statistical records, strategic plans, internal reports, memos, contracts, peer review information, communications, proprietary computer programs, source code, proprietary technology, etc.).

Accordingly, as a condition of and in consideration of your access to confidential information, you agree that:

1. You will use confidential information only as needed to perform your legitimate duties as an employee/student/volunteer affiliated with Aging Partners. This means, among other things, that:

### **Other Notes on Confidentiality**

It is the policy of Aging Partners that matters related to Aging Partners business or participants are not to be discussed in the presence of any unauthorized person.

Some Aging Partners staff may routinely handle pay and personnel information as a result of their normal duties. This information must be treated with the utmost sensitivity and confidentiality.

### **Handling Confidential Information**

DO NOT leave confidential or other sensitive documents out in the open or unsecured.

DO NOT share or talk about confidential information to which you have access with unauthorized staff or other individuals who have no right to know about it.

DISPOSE OF confidential or sensitive information properly. Shred paper documents and carbon paper, erase files on magnetic media using Norton "WIPE" or similar utilities or by degaussing; grind Microfilm and Microfiche.

DO NOT volunteer unnecessary information to anyone.

MAKE SURE that all reports and files are locked away in a cabinet at the end of each day.

### **Other Considerations**

If you use your Personal Computer or Lap Top to create, store or process sensitive or confidential data, consider installing access controls software to prevent unauthorized access to your machine.

**By signing below I am indicating that I have received and read the Aging Partners Confidentiality Policy Statement and that I agree to abide by this policy.**

---

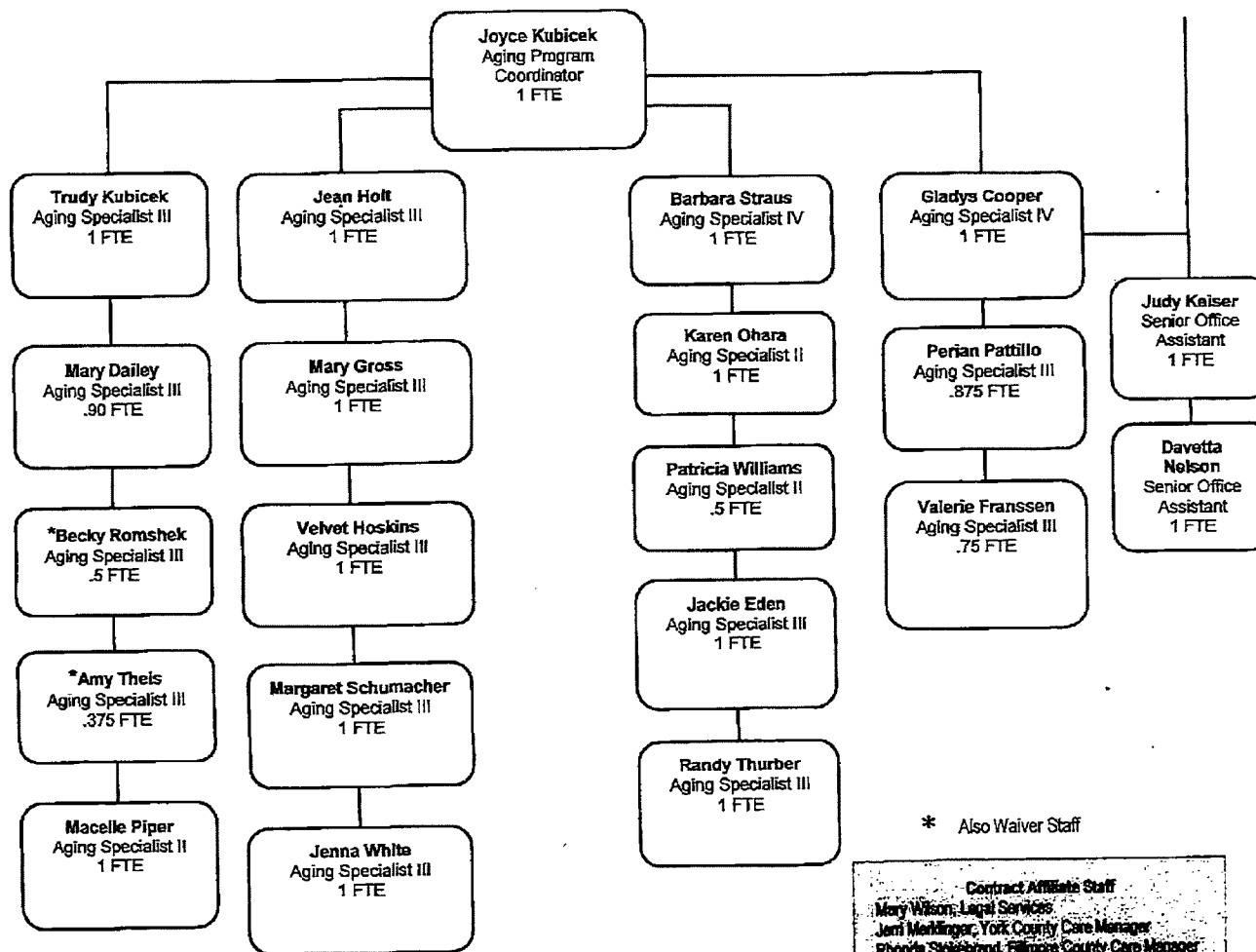
Signature

Date

Questions or concerns on this policy should be addressed to Randall S. Jones, Director, Aging Partners, (402) 441-6132. Exceptions to the above policy may be made in order to cooperate with law enforcement investigations. In these cases, The Director must be consulted for his or her guidance.

**Aging Partners**  
402-441-7070

**2018 Organizational Chart**  
**Personal & Family Services Division**



**Contract Affiliate Staff**  
Mary Wilson, Legal Services  
Jeri Menkinger, York County Care Manager  
Rhonda Stakebrand, Fillmore County Care Manager  
Linda Gill, Aiken Senior Center Care Manager Assistant  
Vacant, Seward County Care Manager

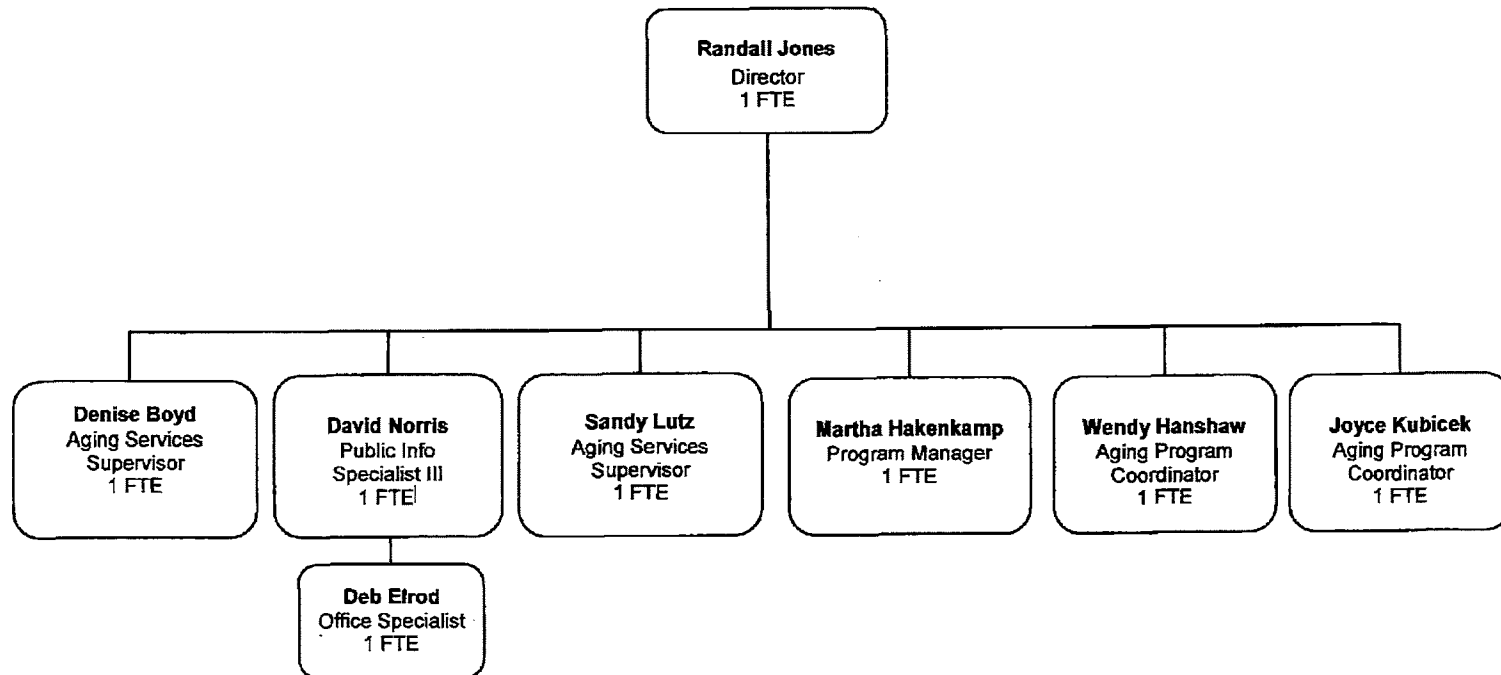
02/2018

42929 Y3

42929 Y3

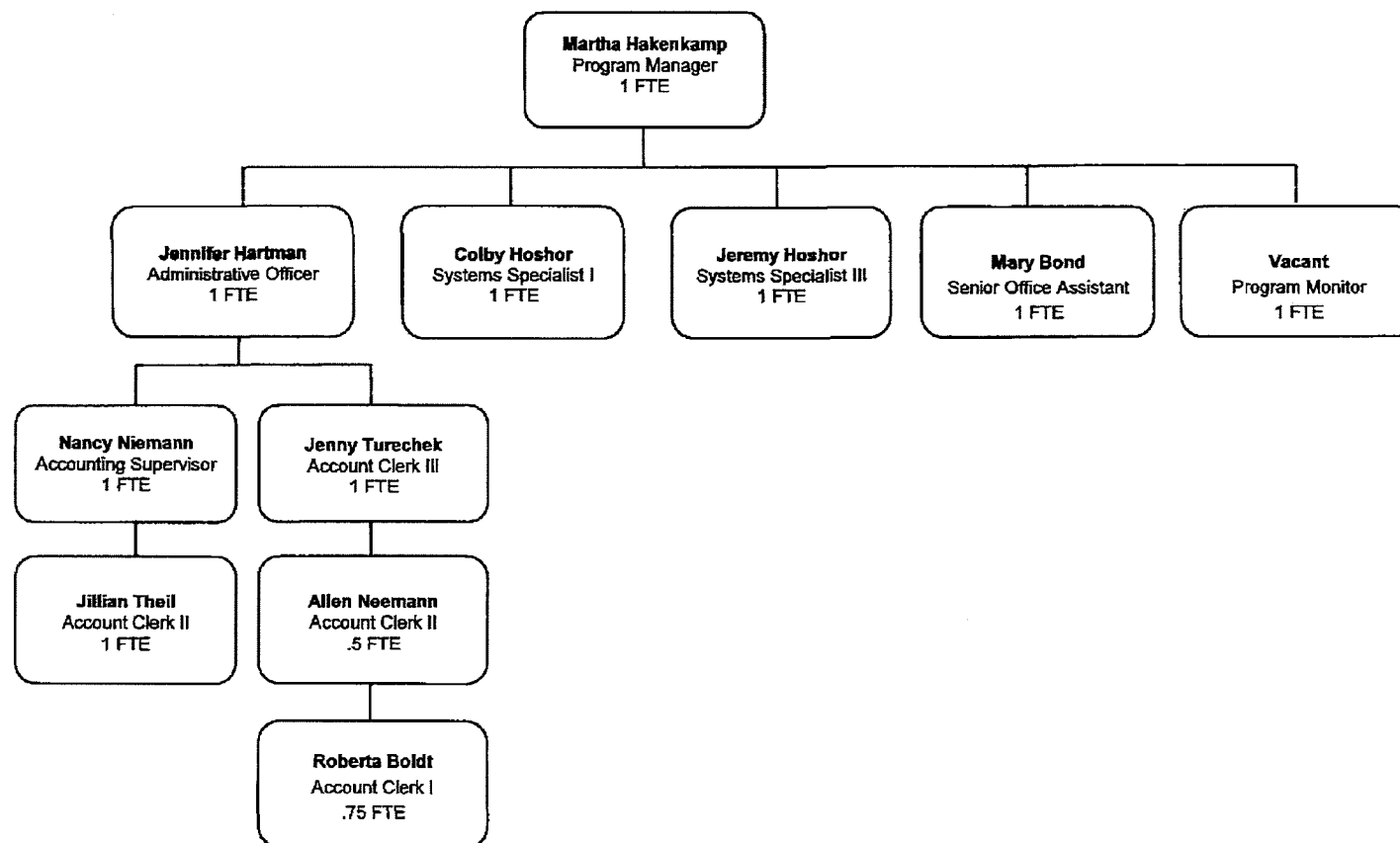
**Aging Partners**  
**402-441-7070**

**2018 Organizational Chart**  
**Administration**



02/2018

42929 Y3

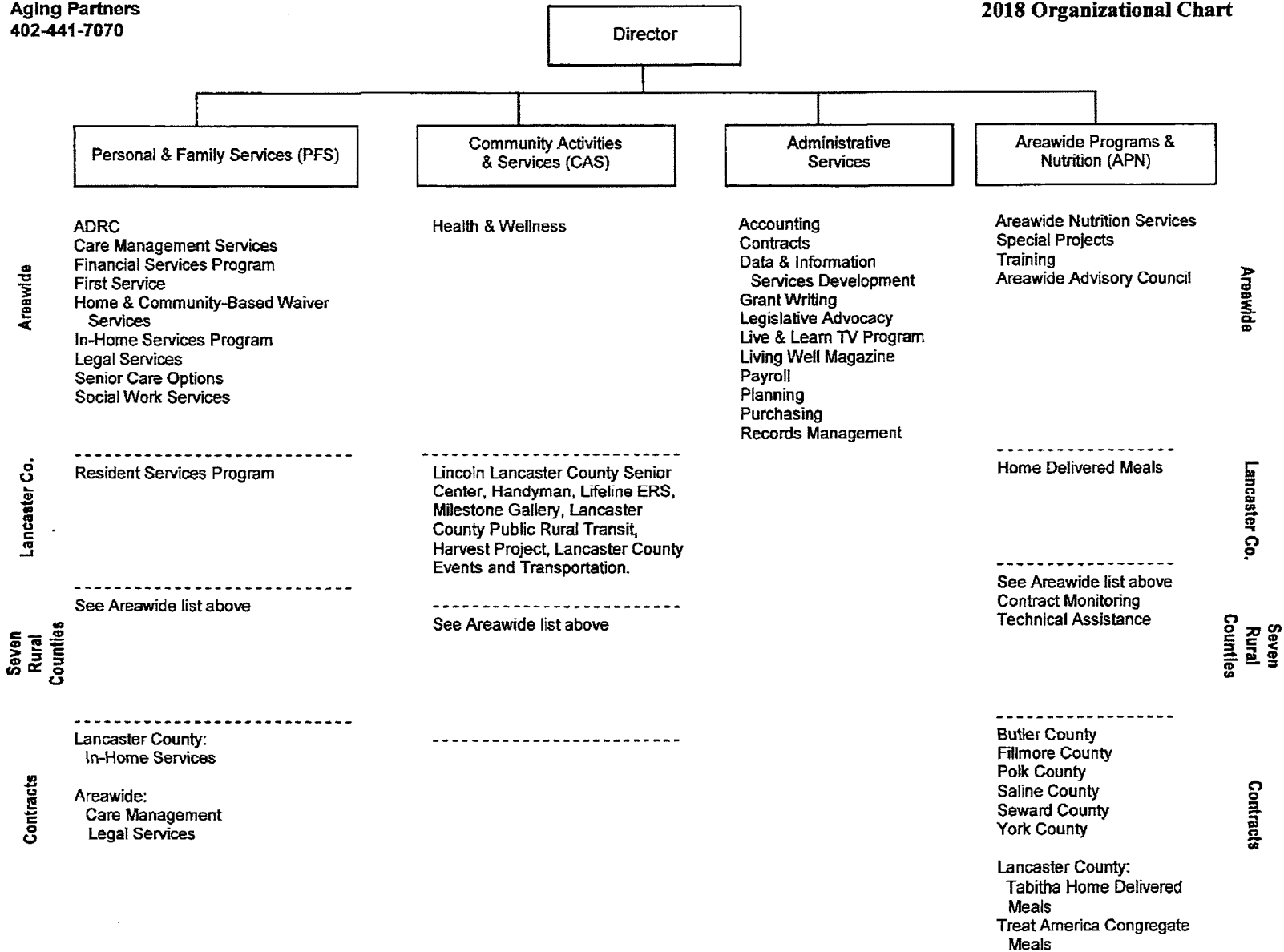
**Aging Partners**  
**402-441-7070****2018 Organizational Chart**  
**Administrative Operations**

02/2018

42929 Y3

**Aging Partners**  
**402-441-7070**

## 2018 Organizational Chart

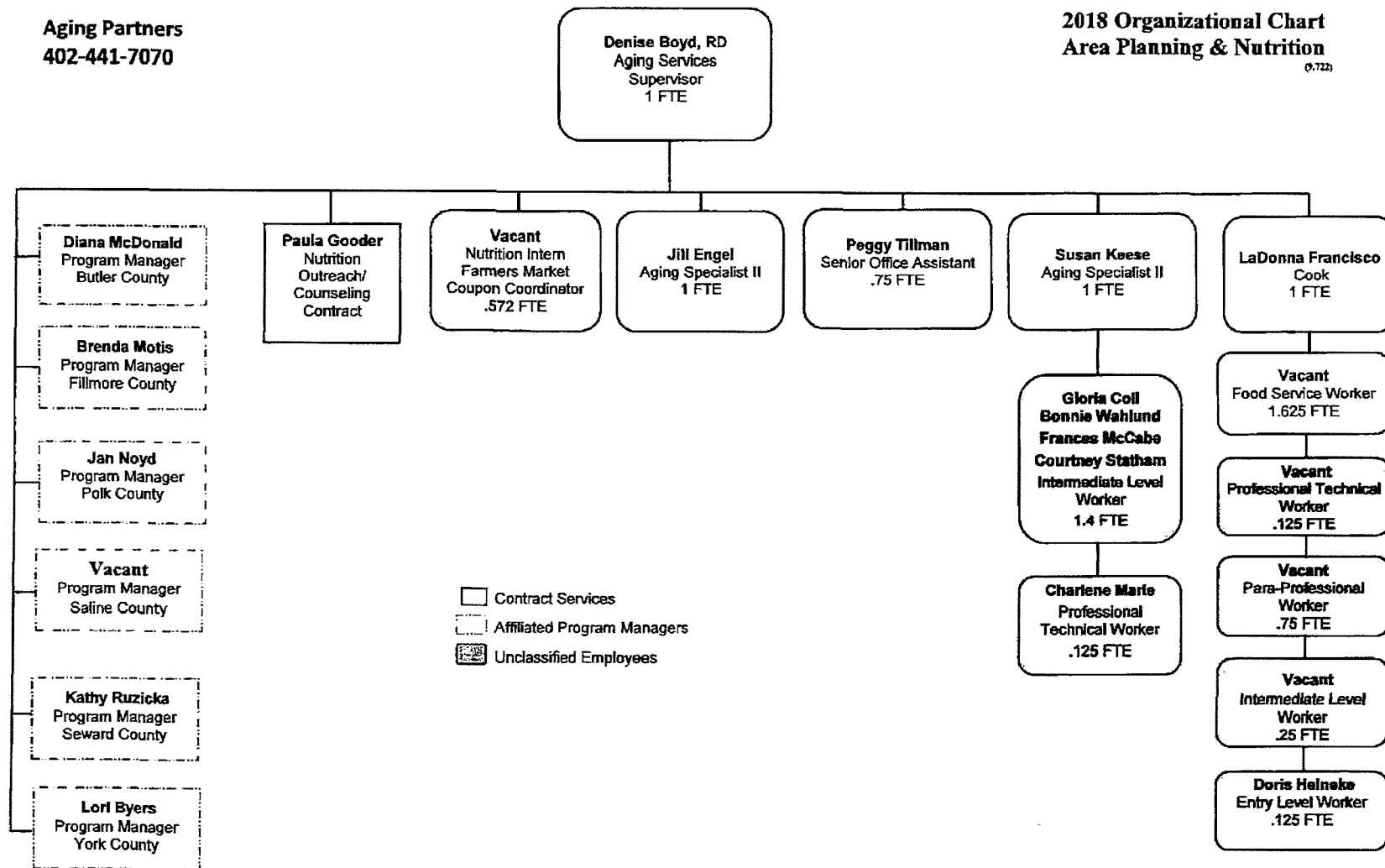


2/2018

42929 Y3

**Aging Partners  
402-441-7070****2018 Organizational Chart  
Area Planning & Nutrition**

(9.722)

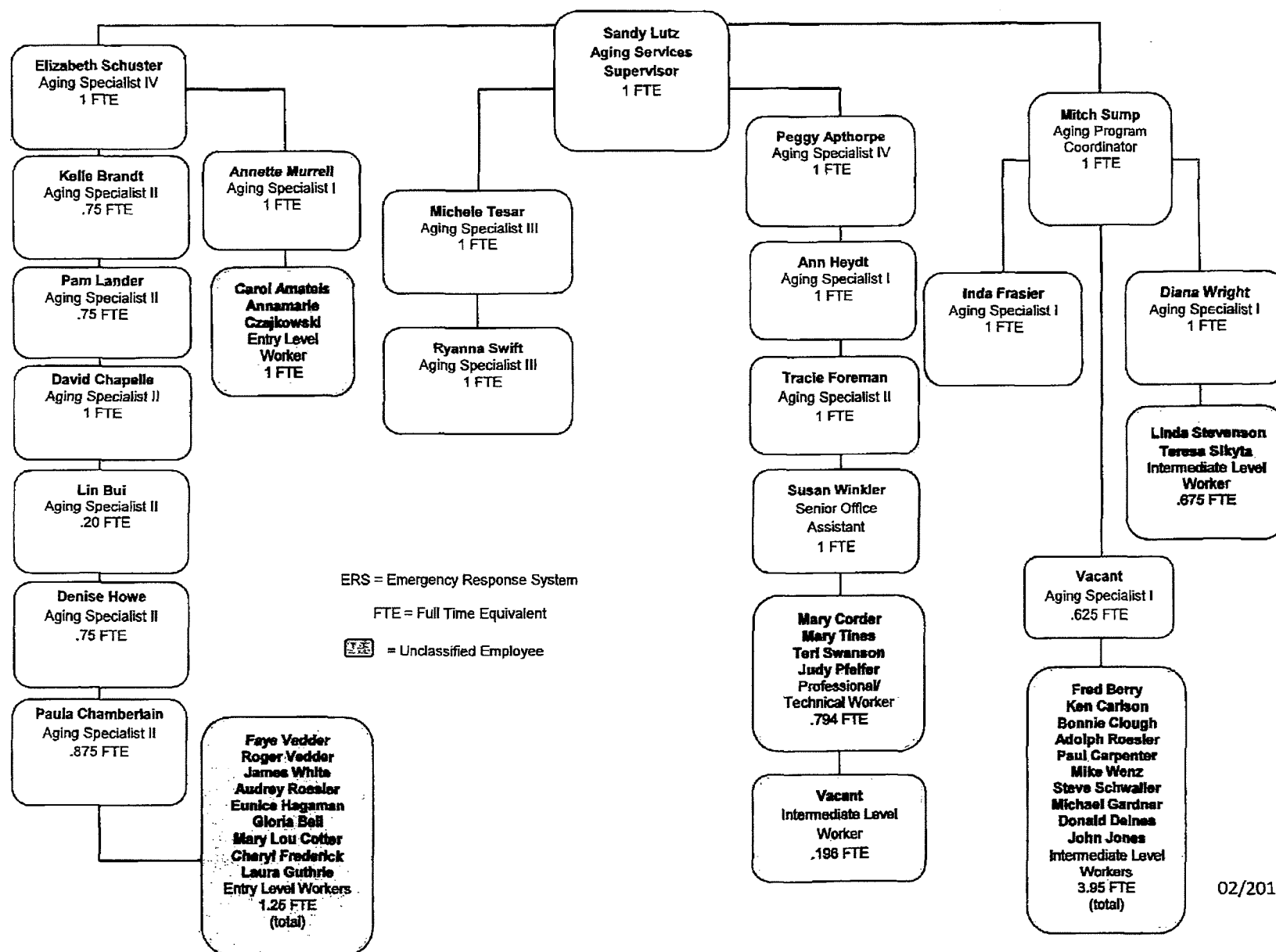


02/2018

42929 Y3

**Aging Partners**  
**402-441-7070**
**2018 Organizational Chart**  
**Community Activities & Services**

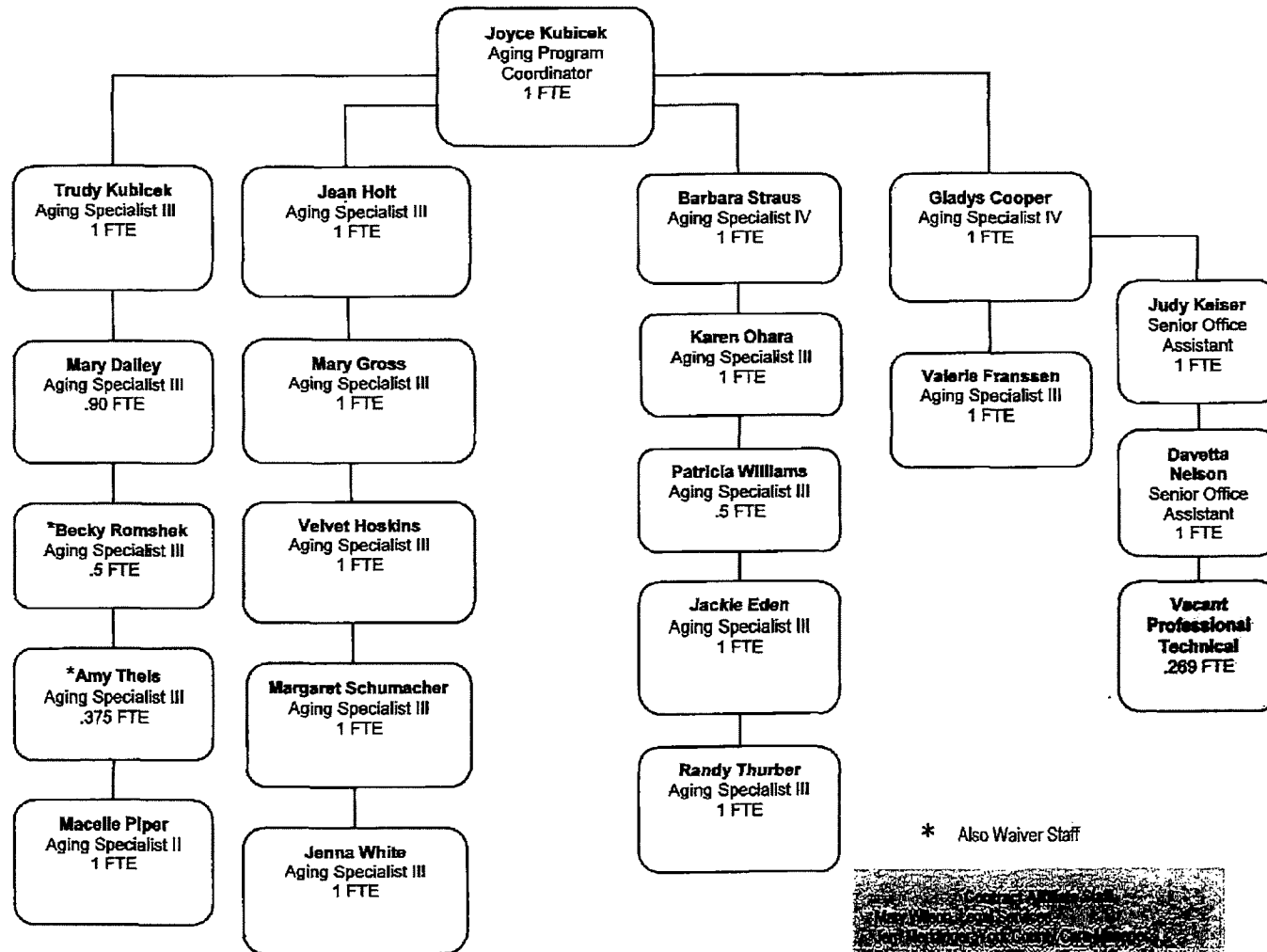
(24 B15)



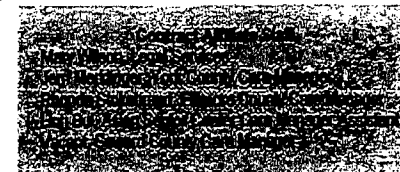
02/2018



42929 Y3

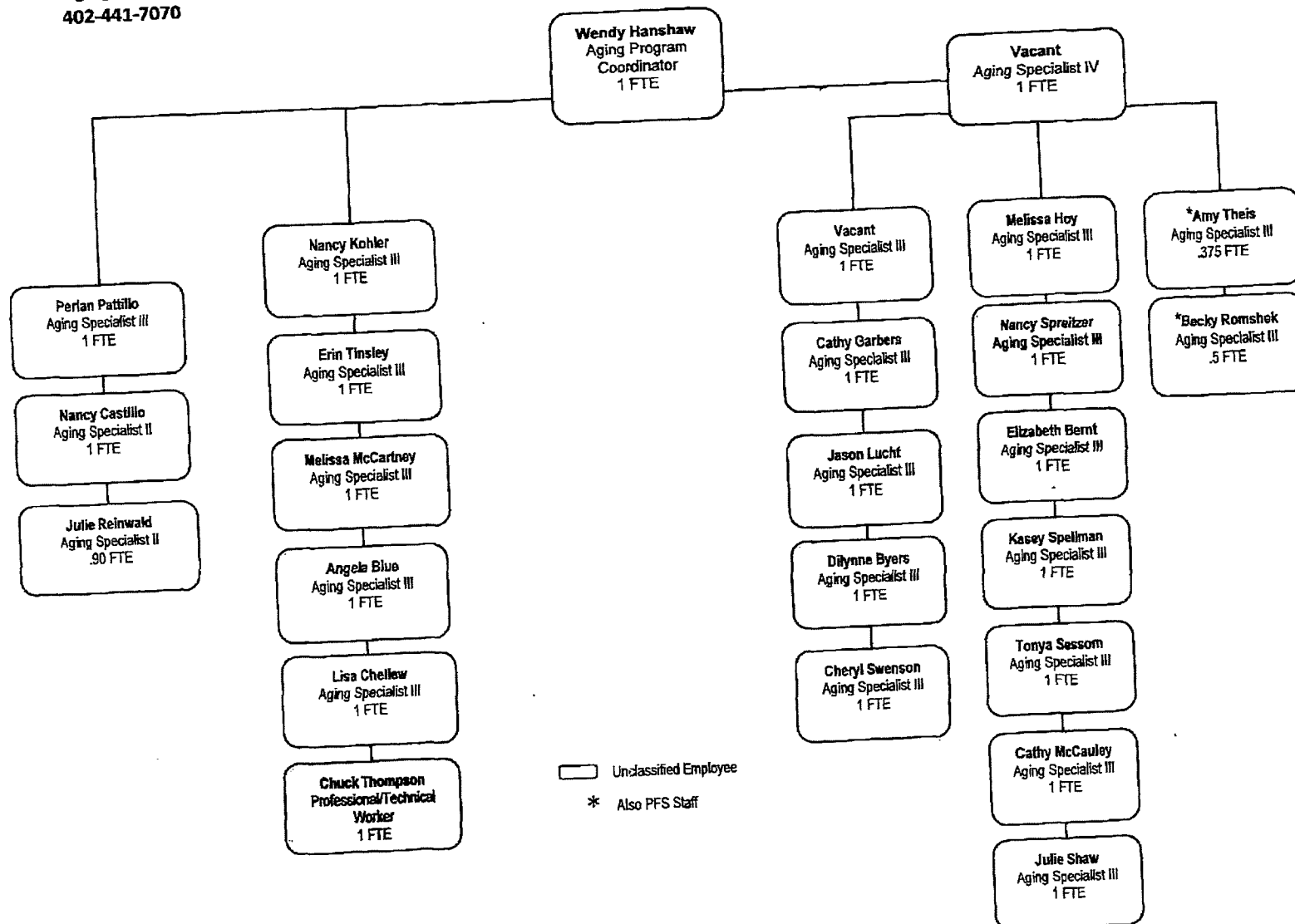
**Aging Partners**  
**402-441-7070**
**2018 Organizational Chart**  
**Personal & Family Services Division**  
(15A19)


\* Also Waiver Staff



02/2018

42929 Y3

**Aging Partners  
402-441-7070****2018 Organizational Chart  
Waiver**  
(23-775)

02/2018



### Certificate Of Completion

Envelope Id: 6AD753DAD4064B08BCBAF0D15B842729  
 Subject: Please DocuSign: DHHS Agreement # 42929 Y3  
 Division: MLTC  
 Agreement Type: Subaward  
 Source Envelope:  
 Document Pages: 59  
 Certificate Pages: 5  
 AutoNav: Enabled  
 EnvelopeId Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Signatures: 0  
 Initials: 0

Envelope Originator:  
 Dawn LaBay  
 301 Centennial Mall S  
 Lincoln, NE 68508-2529  
 dawn.labay@nebraska.gov  
 IP Address: 164.119.62.168

### Record Tracking

Status: Original  
 6/29/2018 2:11:32 PM

Holder: Dawn LaBay  
 dawn.labay@nebraska.gov

Location: DocuSign

### Signer Events

Randy Jones  
 RSJones@lincoln.ne.gov  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Accepted: 6/29/2018 1:17:45 PM  
 ID: fd3eeac9-62a8-48ff-a11e-3188ebf3f8fb

Cynthia Brammeier  
 cynthia.brammeier@nebraska.gov  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

### Signature

### Timestamp

Sent: 6/29/2018 2:15:32 PM  
 Viewed: 6/30/2018 9:12:55 AM

### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

Courtney Parker  
 courtney.parker@nebraska.gov  
 Security Level: Email, Account Authentication  
 (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**COPIED**

Sent: 6/29/2018 2:15:32 PM  
 Viewed: 6/29/2018 3:17:40 PM

Robert Halada  
 robert.halada@nebraska.gov  
 Aging Office of Western Nebraska  
 Security Level: Email, Account Authentication  
 (None)

**COPIED**

Sent: 6/29/2018 2:15:31 PM  
 Viewed: 6/29/2018 2:16:20 PM

**Electronic Record and Signature Disclosure:**

**Carbon Copy Events****Status****Timestamp**

Accepted: 6/11/2018 10:26:21 AM

ID: b17e2092-d0b7-425c-8da8-ff057e8c7b61

Dawn LaBay

dawn.labay@nebraska.gov

Office Services Manager II

Nebraska Dept of Health and Human Services

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Katia Rodriguez

katia.rodriguez@nebraska.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

DHHS SCRM Group Email

dhhs.servicecontractsandsubawards@nebraska.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**COPIED**

Sent: 6/29/2018 2:15:31 PM

**Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

6/29/2018 2:15:32 PM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **CONSUMER DISCLOSURE**

From time to time, Nebraska Department of Health & Human Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Nebraska Department of Health & Human Services:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [john.canfield@nebraska.gov](mailto:john.canfield@nebraska.gov)

**To advise Nebraska Department of Health & Human Services of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [john.canfield@nebraska.gov](mailto:john.canfield@nebraska.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Nebraska Department of Health & Human Services**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [john.canfield@nebraska.gov](mailto:john.canfield@nebraska.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Nebraska Department of Health & Human Services**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [john.canfield@nebraska.gov](mailto:john.canfield@nebraska.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
----------------------------	---------------------------

**\*\*** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Nebraska Department of Health & Human Services as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Nebraska Department of Health & Human Services during the course of my relationship with you.

## Certificate Of Completion

Envelope Id: 6AD753DAD4064B08BCBAF0D15B842729  
 Subject: Please DocuSign: DHHS Agreement # 42929 Y3  
 Division: MLTC  
 Agreement Type: Subaward  
 Source Envelope:  
 Document Pages: 63  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:  
 Dawn LaBay  
 301 Centennial Mall S  
 Lincoln, NE 68508-2529  
 dawn.labay@nebraska.gov  
 IP Address: 164.119.62.168

## Record Tracking

Status: Original  
 6/29/2018 2:11:32 PM

Holder: Dawn LaBay  
 dawn.labay@nebraska.gov

Location: DocuSign

## Signer Events

Cynthia Brammeier  
 cynthia.brammeier@nebraska.gov  
 Administrator  
 Security Level: Email, Account Authentication  
 (None)

## Signature

DocuSigned by:  
  
 592408F0D41E43F...

Using IP Address: 164.119.63.127

## Timestamp

Sent: 7/18/2018 9:44:14 AM  
 Viewed: 7/23/2018 7:43:27 AM  
 Signed: 7/23/2018 7:44:09 AM

## Electronic Record and Signature Disclosure:

Accepted: 7/23/2018 7:43:27 AM  
 ID: fdc7f8c7-2944-4f7e-9642-fa1ab83893f1

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Courtney Parker  
 courtney.parker@nebraska.gov  
 Security Level: Email, Account Authentication  
 (None)

**COPIED**

Sent: 6/29/2018 2:15:32 PM  
 Viewed: 6/29/2018 3:17:40 PM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Robert Halada  
 robert.halada@nebraska.gov  
 Aging Office of Western Nebraska  
 Security Level: Email, Account Authentication  
 (None)

**COPIED**

Sent: 6/29/2018 2:15:31 PM  
 Viewed: 6/29/2018 2:16:20 PM

## Electronic Record and Signature Disclosure:

Accepted: 6/11/2018 10:26:21 AM  
 ID: b17e2092-d0b7-425c-8da8-ff057e8c7b61



Carbon Copy Events	Status	Timestamp
Dawn LaBay dawn.labay@nebraska.gov Office Services Manager II Nebraska Dept of Health and Human Services Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 6/29/2018 2:15:31 PM
Katia Rodriguez katia.rodriguez@nebraska.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 7/18/2018 9:44:14 AM
Randy Jones RSJones@lincoln.ne.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 6/29/2018 1:17:45 PM ID: fd3eeac9-62a8-48ff-a11e-3188ebf3f8fb	COPIED	Sent: 6/29/2018 2:15:32 PM Resent: 7/23/2018 7:44:11 AM Viewed: 6/30/2018 9:12:55 AM
DHHS SCRM Group Email dhhs.servicecontractsandsubawards@nebraska.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 7/23/2018 7:44:11 AM
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/23/2018 7:44:11 AM
Certified Delivered	Security Checked	7/23/2018 7:44:11 AM
Signing Complete	Security Checked	7/23/2018 7:44:11 AM
Completed	Security Checked	7/23/2018 7:44:11 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **CONSUMER DISCLOSURE**

From time to time, Nebraska Department of Health & Human Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

## **How to contact Nebraska Department of Health & Human Services:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [john.canfield@nebraska.gov](mailto:john.canfield@nebraska.gov)

## **To advise Nebraska Department of Health & Human Services of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [john.canfield@nebraska.gov](mailto:john.canfield@nebraska.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

## **To request paper copies from Nebraska Department of Health & Human Services**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [john.canfield@nebraska.gov](mailto:john.canfield@nebraska.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

## **To withdraw your consent with Nebraska Department of Health & Human Services**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [john.canfield@nebraska.gov](mailto:john.canfield@nebraska.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

## **Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
----------------------------	---------------------------

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Nebraska Department of Health & Human Services as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Nebraska Department of Health & Human Services during the course of my relationship with you.